

Proceedings  
of the  
County Board  
of  
McLean County,  
Illinois

January 17, 2006

*Subject to approval at  
February 21, 2006  
County Board Meeting*



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## **January 17, 2006**

The McLean County Board met on Tuesday, January 17, 2006 at 9:15 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

Invocation was given by Member Owens and was followed by the Pledge of Allegiance.

### **The following Members answered to roll call:**

Members Bette Rackauskas, Tari Renner, Paul Segobiano, David Selzer, Matt Sorensen, Cathy Ahart, Terry Baggett, Duffy Bass, Sue Berglund, Diane Bostic, Don Cavallini, Rick Dean, George Gordon, Ann Harding, Stan Hoselton, Duane Moss, Robert Nuckolls, Sonny O'Connor, Benjamin Owens, and Michael Sweeney.

### **No Members were absent**

### **Appearance by Members of the Public and County Employees:**

Member Sweeney recognized Mary Leung. Ms. Leung said she was thankful for the opportunity to speak regarding the eastside corridor and the related intergovernmental agreement. She stated that after spending many hours over the past few years on these issues she had concluded that the purpose of the corridor had not yet been presented. Ms. Leung said that it was mentioned that there are needs for employees of State farm, unconfirmed by State Farm, and that the airport which is presently down in traveler numbers is seeking another airline contract. Ms. Leung stated the existing north/south road that this bypass would replicate is 2.1 miles from Main Street to Veterans, 2.6 from Veterans to Towanda-Barnes, and  $\frac{3}{4}$  of a mile from Towanda-Barnes, is the so-called bypass. She continued that at previous public hearings of Bloomington, Normal, Towanda, and the Transportation Committee, consistent concerns were expressed including the failure to use existing roadways, which would save more than 12,000 acres of prime farmland rather than slicing and dicing the farm plots which already exist. Ms. Leung said that the issue is not just reducing the total amount of farmland but making what remains a very difficult farm to farm with current machinery and acreage plans. She proposed that the folks being served by this proposal are not the community or the airport or State Farm and asked who would benefit. Ms. Leung asked who will be providing access to proposed developments and if any other explanation makes sense. She asked who else would benefit from the present location of the proposed roads. Ms. Leung suggested that they were being duped into converting prime farmland and seeking to take advantage of the federal jackpot for three hundred million dollars. Ms. Leung stated that the Regional Planning consultant attempted to calm the audience at the public meeting in Towanda by assuring that this would not happen for fifteen or twenty years and that it was not an immediate concern. She said that it was shared that the proposed plan needed to be approved at that time to relieve uncertainty. She further stated that it was explained that everyone was upset because of the uncertainty of the plan. Ms. Leung suggested that uncertainty was not the main theme. She said that in fifteen to twenty years many on the Regional Planning Commission will have retired or moved on to other positions or perhaps another location but the farmers, however, will not have moved from their farms of several generations; they will no doubt be passed on to sons or daughters. She said that the farmers would have to live with the decisions of now made and

promoted by greedy and self-serving people who, incidentally, are not giving up their land. Ms. Leung said that the farmers, on the other hand, would be living with the changing of lifestyles and that farming was not just a job to them. She stated that it would be disrupting the homestead, perhaps changing their wills, reconsidering livelihoods, challenging value systems of democracy and public input and public domain. Ms. Leung indicated that the incidental mention that land owners have to overcome uncertainty was more than naïve and simplistic; it was ignorant and patronizing. She asked where they were on this issue. She said she heard at a recent Committee meeting that there had been plenty of input at the public hearings when this issue surfaced the last time. She agreed there was public input and, based on that input the City of Bloomington and the Town of Normal did not support the recommendations of the Regional Planning Commission. She asked why this issue had returned and what had changed. She stated that the new version of the proposed highway was similar to the recommended past version. She stated that it seemed like our elected and appointed officials listened to the public input but the Regional Planning Commission did not. Ms. Leung urged Board Members to drive east before this issue surfaces again on the agenda. She said that the Members should drive out Fort Jesse Road and if they did they would find that, although Road 2000 is referred to several times in recommendations, it does not. She said they should find out for themselves. Ms. Leung said the Board Members should drive out to the prime farmland proposed to be frozen for use many years from now and see the acreage included in the moratorium proposed in the intergovernmental agreement. She asked them to listen to their Transportation and Land Use and Development Committees who have not recommended the moratorium to date, the moratorium that would prohibit her from building a house for herself on her own land which her family has paid taxes on for the last 55 years. She once again urged Members to take a field trip. Chairman Sweeney thanked her.

Member Sweeney indicated he would like to set up a public meeting with a combination of the Land Use and Development Committee and the Transportation Committee. Mr. Zeunik stated that he had an opportunity since the Land Use and Development Committee and Transportation Committee meetings to speak with the City of Bloomington and the Town of Normal and was looking at scheduling a meeting January 24<sup>th</sup>, 25<sup>th</sup>, or 26<sup>th</sup>. He said that Member Gordon had indicated that he is available all three of those days and Member Bass was going to get back to him to let him know if he had a preference and then the Committee Members would be contacted. Mr. Zeunik stated that they were looking at a late afternoon meeting to be held in room 400. He stated that as soon as they are able to finalize that with the two Committee Chairmen they would contact all Committee Members. He urged Members to check their calendars for those three dates and let his office know if they were available. Chairman Sweeney asked if Mr. Zeunik would invite the City Managers and Engineers to this meeting as well. Mr. Zeunik responded that all the individuals from Bloomington and Normal who have been involved and who serve on both the Transportation Technical Study Committee as well as the Transportation Policy Committee, which are the two committees that prepare the five-year transportation and improvement plan for the metropolitan area, which includes all of Bloomington and Normal as well as an area in the unincorporated area that is adjacent to the corporate limits of Bloomington and Normal within which lies the proposed new east-side corridor, would be included. Chairman Sweeney recommended that all others attend as well. Member Renner stated that even though he was not on either of those committees he would want to attend. He questioned whether or not there would be a long paper trail so that they could look at historic record. He stated he understood that the City of Bloomington Planning

Commission did not support this. Member Renner asked if there would be documents available. Mr. Zeunik stated that he could replicate what was presented to the Transportation Committee at their meeting earlier that month and stated that, as a part of their agenda, they didn't take any action nor did the Land Use and Development Committee. He said that at the Transportation Committee meeting, Mr. Mitchell presented history of what had occurred and passed out an executive summary of the recommendations that were received from the consultant who worked on the initial recommendations as well as other work that had been done subsequent to that. Mr. Zeunik said that they could pull all that together and make that available as well. Member Renner said that he was certain that they were going to have great technical information with engineering consultants and others but that he was interested in the broader implications, for sprawl, growth, and other projections, something that a gifted Engineer may miss. Mr. Zeunik replied that they would take that into consideration and would ask Building and Zoning about that as well. Chairman Sweeney stated that besides the City of Bloomington and the Town of Normal, they would also have the staff Members involved in this process too. Member Hoselton said that they wanted to know who was leading the race to build this. He said he thought this went dormant but somebody energized the Regional Planning Commission. Member Hoselton asked who has started this drive to build the east-side again. Mr. Zeunik responded that he didn't think there was ever a period of time when it came to a complete halt. He continued to say that the last time they thought they had agreement between the three local governments, in fact, the County and Town prepared to take action, and the County took action, but the City did not. Mr. Zeunik said that, as a result, that first recommendation did not move forward as far as it being finalized and incorporated in the policies of the three local governments. He further stated that subsequent to that, the Highway Engineer, the Director of Building and Zoning, the Regional Planning Commission, the City's Director of Public Works and their respective Planning Directors continued to work on a possible alignment that could meet the issues and concerns of all three local governments. Mr. Zeunik said that when that alignment was achieved to the point where the City staff and elected leadership in the City of Bloomington were prepared to move forward with it, it came back to the local governments because, quite simply, Bloomington was the one local government that resisted approval. He stated that once Bloomington came to an agreement in alignment with what they could support, it seemed appropriate to bring it back to all three local governments for consideration. Mr. Zeunik indicated that the alignment that is being proposed is not that much different from the alignment that was proposed in the Lockmiller report that was submitted. He said that one of the major differences was that the City insisted that when they developed the alignment, they wanted it to be narrower than the alignment from Lockmiller which was much broader, much wider. Mr. Zeunik said that they shrunk this down to 1/2 mile. He stated the second issue that they were concerned about was trying to set it up so that it followed existing public right of way and, in fact, the proposed alignment does follow an existing public right of way on the east side so that hopefully less property would be disrupted. He continued to say that is basically what happened and how it ended up coming back before the County and the Town of Normal. Member Hoselton asked if they intended to advise the residents in that particular area of the upcoming meeting. He stated that he represented District 1 which is a big chunk of that part of the world and he thought it was the Board's responsibility to advise the people in that area of the upcoming meeting. He asked if they could do that. Mr. Zeunik stated that he would be happy to work with Mr. Dick's office on that. Member Segobiano asked how the meeting would be structured and who would be leading it. He also asked who would be able to talk and for how long. He continued to ask who would have the final vote. Member Segobiano

asked if the City of Bloomington was going to take this back and vote on it and if there would be any final action taken or if this was just a hearing. He stated that he was concerned about how it is going to be handled. Mr. Zeunik replied that there was no action anticipated at this meeting. He said that this meeting was a result of a request that came from both of the committees who felt it was necessary, particularly since there was an overlap. Mr. Zeunik stated that there were Members who serve on both the Land Use and Development Committee and the Transportation Committee. He said there were a lot of questions that were asked at both Committee meetings and both committees felt that it was important to have a joint meeting and that it was important to also involve the City and the Town. Mr. Zeunik stated that it is not expected that any action will be taken at this meeting. He said that hopefully this would be an opportunity to have the questions heard, to put a record together, to invite other Board Members who are interested, as well as to provide an opportunity for anyone else who wanted to be there. He continued to say that as far as action is concerned, the only two local governments which are awaiting action and which need to take action are the County Board and the Town of Normal. Mr. Zeunik said the Town of Normal is currently in the process of updating their comprehensive plan. He stated that, in discussions with the City Manager and the Mayor, the indications were that they expect to complete that work before the end of the month and to take final action on approving their updated comprehensive plan and probably some time in February, as a part of their updated comprehensive plan, they were proposing to include this corridor. He continued that Bloomington had already acted and they had already adopted their updated comprehensive plan which included the corridor. He stated that the only other action that would remain would be for the County Board and the Town to act and then ultimately for the three local governments to consider any proposed intergovernmental agreement that would limit future development within the area proposed, the 1/2-mile wide corridor. Member Segobiano asked if the Transportation Committee and Land Use and Development Committee would be taking that information back to their respective committees at their next regularly scheduled meetings, taking the action they deem necessary, and reporting back to the County Board. Chairman Sweeney stated that that was correct but the joint meeting would be chaired by the Chairmen of both committees. He said that they would have to determine who would run the meeting. Member Owens stated that his understanding was that there were actually five local governments that had to agree: the County, Bloomington, Normal, Towanda, and Downs. He asked if that had changed. He asked if anyone had heard anything about what those cities had said. Mr. Zeunik stated that he couldn't speak for what the Village of Towanda may have done but the Village of Downs had a meeting scheduled with the two City Managers and him the following week. He stated that Downs had their own consultant working on their own study but he knew only what was in the newspaper because no one had seen the study. Mr. Zeunik said that he would find out what their study said and what their recommendations were when he met with the Village and their Consultant. Member Bass stated he would like to use one simple word in answer to Member Hoselton regarding this ongoing issue. He said that it never did really die completely and the word that he would like to use was that it has been "rekindled." He continued to say that if the City, Town, and County came to an agreement then they would have to involve people in the Towanda and Downs area. Member Bass said this is certainly an important part of the process. He continued that people are asking why this has to be done so early but years go by quickly. He said that they have to be ready to do something and hope that they make steps that are in the best interest of the citizens of the County. Member Gordon asked if the Normal Planning Commission had acted or made a recommendation to the Town Council. Mr. Zeunik replied that they are still considering the

comprehensive plan and they have not forwarded the comprehensive plan to the Town Council at this time. He said that they expect, based on the conversations with the City Manger and the Mayor, to finish their work by the end of January so that it can then be calendared for Council consideration in February. Member Moss asked if there was a study currently under way either by the State or Federal government regarding this corridor. He said he knew there was some Federal money available. Mr. Zeunik replied that there was no study underway at this time. He said that one of the purposes of having the three local governments make a decision on a corridor that all three agreed on is that it would allow them to move forward with an alignment study. He further stated that there is \$800,000 which is part of the Federal Transportation Reenactment Authorization, available to begin this study. Mr. Zeunik stated that they have heard that there could be some additional funding from the State and that they heard from a local news source that in the State of the State address there may be some indication of further funding for this study. He said the purpose of the study is to take what is currently a 1/2 mile wide corridor and narrow that down to a corridor that will be approximately 300 to 400 feet in width. Mr. Zeunik stated that that would be the next step following a decision by the local governments on an agreed upon corridor. Member Moss asked if Mr. Zeunik could predict what kind of timetable this would involve. Mr. Zeunik asked Jack Mitchell if he could give them an indication as to the timeframe on that if the three local governments agreed on a corridor, the money was available, and a consultant was retained. Mr. Mitchell replied that the release of the Federal money is the first issue that they would have to get through. He said that when that money is released then they could enter into an engineering agreement to do the study. He continued to say that that study would take one year to one and a half years to complete. Member Rackauskas stated that she thought that Member Hoselton alluded to the fact that a public notification was necessary. She indicated that one of the problems that she had was that at the last Land Use and Development Committee meeting, when the Resolution came before them, they actually could have taken action to put a moratorium on people's property with no notification and no public hearing. She said that was scary and she wondered if that bothered any other Members. Member Rackauskas stated that she was only questioning public notification and input on the democratic process – not the bypass. She stated that she was concerned about having this intergovernmental discussion either on January 24<sup>th</sup>, 25<sup>th</sup>, or 26<sup>th</sup> and after that going back to the separate groups and voting again on this Resolution. She asked at what point will the public, those land owners whose land would be affected with the moratorium, have public input. Member Rackauskas stated that in the Land Use and Development Committee meeting she thought it was explained that the public's input would happen during the alignment study, but the alignment study could happen two years, three years, or five years from now. She continued that there is no guarantee when this alignment study will happen. Member Rackauskas said that she wouldn't want to place a moratorium before first having a public meeting. She asked at what point they would receive public input and public notification. Member Bass stated that if word comes out of a Committee it does not necessarily mean it is the bottom line. He said the issue would have to go to the County Board to sanction that type of request or Resolution. He asked if that was correct. Mr. Zeunik stated that he thought what he heard Member Hoselton request was that there be some opportunity to make people aware of this prior to the meeting and he indicated that he would work with Mr. Dick's office to make sure that happens so that people are aware that there would be a meeting, that the three local governments would be represented, and that the alignment issue, as well as any other issues related to the eastside corridor, would be discussed. Member Rackauskas asked at what point they would have public input because this is not a public hearing, this meeting,

therefore the public would not be able to speak. She asked if she was correct. Mr. Zeunik stated that was not correct in the sense that the Committees were permitted, if they chose, to allow comments. Chairmen Sweeney stated that the Chairmen of those two committees would make the decision and if the public wanted to speak he hoped that the Chairmen would allow them to do that. Member Selzer stated that they needed to remember that they had public hearings ad infinitum on this. He stated that he attended many Regional Planning meetings, many discussions, and the Board approved this plan. He said it died on the vine when Bloomington didn't approve. He said he just wanted to make sure that people don't think this is going to be a back room deal that was a slam dunk. Member Selzer said they did take a lot of public input a couple of years ago. Member Gordon said he wanted to refer Members of the Board and any other interested individuals to the General Reports in the packet of both the Land Use and Development Committee and the Transportation Committee that might answer some questions that may not have already been asked. He said within the General Report of the Land Use and Development Committee on pages 449-452, there was a transcript of what was discussed with regard to the proposed corridor and within the Transportation Committee's General Report on pages 500-504 was information simply to find out a little more about what was discussed in Committee. Member O'Connor said that as a member of the Transportation Committee I would just like to assure everybody that the reason they asked to have this joint meeting with Bloomington, Normal, and the public was to open dialogue. She said they wouldn't have wanted to have a meeting if they hadn't wanted to have the dialogue. She said she just wanted to assure everyone that was the point of calling the meeting.

**Consent Agenda:**

Chairman Sweeney asked if there were any items to be removed from the Consent Agenda. No requests were made at this time.

The Consent Agenda read as follows:

Consent Agenda:

- A. Approval of the Proceedings of the County Board, December 20, 2005
- B. County Highway Department – Jack Mitchell, County Engineer
  - 1) Request Approval of Letting Results from January 4, 2005, County and Township Projects
  - 2) Request Approval of Engineering Services Agreement -- Ellsworth Road
    - a) Sec. 06-00134-05-BR – CH 17 – Money Creek (North)
    - b) Sec. 06-00134-06-BR – CH 17 - Sangamon River (South)
- A. Building and Zoning – Phil Dick, Director
  - 1) Zoning Cases:
    - a) Request Approval of Application in Case SU-05-23 for a Special Use to Allow a Single Family Residence in the Agriculture District on Land undesirable for Agricultural uses – a Special Use was previously approved on the Property in Case 02-40-S, on Property which is located in Empire Township immediately West of 2450 East Road and a ¼ mile North of 300 North Road
    - b) Request Approval of Application in Case SU-05-25 for a Special Use to Allow a Single Family Residence in the Agricultural District on Land undesirable for Agricultural Uses and to allow the Applicant three Years to begin Construction rather than One Year that is allows, on Property which is located in Downs Township immediately North of Old Principal Road and approximately ¼ mile West of 1900 East Road
    - c) Request Approval of Application in Case SU-05-26 for a Special Use to allow a Single Family Residence in the Agriculture District for the son of a Farm Owner, on Property which is located in White Oak Township at 22253 N 1000 East Road, Carlock
  - 2) Subdivision Cases:
    - a) Request Approval for a Waiver of Preliminary Plan Requirements and a One Lot Final Subdivision Plat for the Mary and Dale Tolan’s Subdivision On Property located in Lawndale Township At 2107 N 3075 East Road, Colfax, IL, File No. S-05-24

- b) Request Approval for a Waiver of Preliminary Plan Requirements and a One Lot Final Subdivision Plat for the Boitnott Subdivision located in White Oak Township at 22253 N. 1000 East Road, Carlock, IL, File No. S-05-26

D. Transfer Ordinances

E. Other Resolutions, Contracts, Leases, Agreements, Motions

1) Justice Committee

- a) Request Approval of Clothing Bid with Ray O'Herron Co. for Police Uniforms and Equipment Purchases from February 1, 2006 to January 31, 2007 – Sheriff's Department
- b) Request Approval of 2006 Vehicle Bids for Sheriff's Department and Court Services – Sheriff's Department

2) Finance Committee

- a) Request Approval of an Amendment to the Chapter 21 of the McLean County Code-Animals – Health Department
- b) Request Approval of the 2006 Employee Health Fair and Wellness Program – Health Department

F. Chairman's Appointments with the Advice and Consent of the County Board:

1) REAPPOINTMENTS:

**McLEAN COUNTY COOPERATIVE EXTENSION BOARD**

Ms. P. A. "Sue" Berglund  
1019 East Olive Street  
Bloomington, IL 61701  
(One-year term to expire on November 30, 2006)

**McLEAN COUNTY COOPERATIVE EXTENSION BOARD**

Ms. Diane Bostic  
907 Mitsubishi Motorway  
Normal, IL 61761  
(One-year term to expire on November 30, 2006)

**McLEAN COUNTY COOPERATIVE EXTENSION BOARD**

Mr. Bob Nuckolls  
8 Scofield Court  
Bloomington, IL 61704  
(One-year term to expire on November 30, 2006)

**LAW AND JUSTICE COMMISSION MOBILE TEAM UNIT#8  
DISTRICT**

Mr. Tari Renner  
1016 North Evans  
Bloomington, IL 61701  
(One-year term to expire on November 30, 2006)

**HINTHORN CEMETERY DISTRICT**

Ms. Dorothy Stewart  
2903 Pheasant Run  
Bloomington, IL 61701  
(Six-year term to expire on August 31, 2011)

**EMERGENCY TELEPHONE SYSTEM BOARD**

Chief Kent Crutcher  
Normal Police Department  
100 East Phoenix Street  
Normal, IL 61761  
(Four-year term to expire January, 2010)

**EMERGENCY TELEPHONE SYSTEM BOARD**

Chief Ted Lyons  
Chenoa Police Department  
Chenoa, IL 61726  
(Four-year term to expire January, 2010)

**EMERGENCY TELEPHONE SYSTEM BOARD**

Mr. Lee Klintworth  
309 2<sup>nd</sup>  
PO Box 94  
Anchor, IL 61720  
(Four-year term to expire January, 2010)

**EMERGENCY TELEPHONE SYSTEM BOARD**

Allan Griffith, M.D.  
BroMenn Health Care  
8 Franklin Ave.  
Normal, IL 61761

**SOUTHEASTERN McLEAN COUNTY WATER AUTHORITY**

Mr. Jerome K. ("Jerry") Nord  
510 East Lincoln Street  
Saybrook, IL 61770  
(Three-year term to expire February 19, 2009)

**MCLEAN COUNTY REGIONAL PLANNING COMMISSION**

Mr. Carl F. Teichman  
1103 Kings Mill Rd.  
Normal, IL 61761  
(Three-year term expiring December 31, 2008 – replacing

William Bartley)  
(To be considered at Executive Committee Stand-up Meeting)

2) APPOINTMENTS:

None

3) RESIGNATIONS

None

G. Approval of Resolutions of Congratulations and Commendation

- 1) Request Approval of a Resolution of Congratulations for the Normal Community High School Varsity Boys' Football Team during the 2005 Football Season

**RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY**

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on January 10, 2006, for a letting held on January 4, 2006, for McLean County and various Road Districts 2006 MFT Maintenance Sections, one (1) McLean County Non-MFT Section, and one (1) 2005 Road District Non-MFT Section, and

WHEREAS, the Transportation Committee duly approved the bids on January 10, 2006,

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they award the following materials and contracts:

**2006 MFT SECTIONS:**

**McLean County.....Sec 06-00000-00-GM.....GR 3**

The successful bidders on the above section were:

Carri Scharf Materials (Heyworth) .....	\$4,000.00
Stark Materials Co, Inc (Becker Pit).....	\$4,375.00
Valley View Industries (McDowell Quarry) .....	\$4,375.00
Prairie Materials (Eppard's Point) .....	\$4,450.00
Rowe Construction Co (Heyworth) .....	\$4,475.00

**McLean County.....Sec 06-00000-00-GM.....GR 4**

The successful bidders on the above section were:

Prairie Materials (Eppard's Point) .....	\$25,000.00
Valley View Industries (Fairbury Quarry).....	\$25,000.00
Carri Scharf Materials (Heyworth) .....	\$32,000.00
K & R Gravel, Inc (None Noted).....	\$32,000.00
Stark Materials Co, Inc (Sholty Pit / Alternate - Rettick Pit).....	\$34,800.00

**McLean County.....Sec 06-00000-00-GM.....GR 4A**

The successful bidders on the above section were:

Carri Scharf Materials (Route 9, Bloomington) .....	\$4,750.00
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**McLean County.....Sec 06-00000-00-GM.....GR 5**

The successful bidders on the above section were:

Valley View Industries (Fairbury Quarry).....	\$2,325.00
Prairie Materials (Eppard's Point) .....	\$2,355.00

**McLean County.....Sec 06-00000-00-GM.....GR 5A**

The successful bidder on the above section was:

Carri Scharf Materials (Route 9, Bloomington) .....	\$3,800.00
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**McLean County.....Sec 06-00000-00-GM.....GR 7**

The successful bidder on the above section was:

Rowe Construction Co (Downs Asphalt Plant) .....	\$10,150.00
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**McLean County.....Sec 06-00000-00-GM.....GR 8**  
The successful bidder on the above section was:  
McLean County Asphalt Co, Inc (None Noted) .....\$6,000.00

**McLean County.....Sec 06-00000-00-GM.....GR 9**  
The successful bidders on the above section were:  
McLean County Asphalt Co, Inc (None Noted) .....\$3,850.00  
Rowe Construction Co (Downs or Shirley Asphalt Plants).....\$4,000.00

**McLean County.....Sec 06-00000-00-GM.....GR 14**  
The successful bidder on the above section was:  
Carri Scharf Materials.....\$24,465.00

**Allin RD .....Sec 06-01000-00-GM.....GR 3**  
The successful bidders on the above section were:  
Stark Materials Co, Inc (Becker Pit) .....\$3,500.00  
Prairie Materials (Eppard's Point) .....\$3,560.00  
Rowe Construction Co (Heyworth) .....\$3,580.00

**Allin RD .....Sec 06-01000-00-GM.....GR 14**  
The successful bidder on the above section was:  
Carrie Scharf Materials .....\$4,250.00

**Anchor RD.....Sec 06-02000-00-GM.....GR 4**  
The successful bidders on the above section were:  
Prairie Materials (Eppard's Point) .....\$6,250.00  
Valley View Industries (Fairbury Quarry).....\$6,250.00  
Stark Materials Co, Inc (Rettick) .....\$8,700.00

**Anchor RD.....Sec 06-02000-00-GM.....GR 14**  
The successful bidder on the above section was:  
Limestone Transit, Inc .....\$15,246.00

**Arrowsmith RD.....Sec 06-03000-00-GM.....GR 14**  
The successful bidder on the above section was:  
Limestone Transit, Inc .....\$4,718.00

**Arrowsmith RD.....Sec 06-03000-00-GM.....GR 15**  
The successful bidder on the above section was:  
Limestone Transit, Inc .....\$7,184.00

**Bellflower RD .....Sec 06-04000-00-GM.....GR 4**  
The successful bidders on the above section were:  
Prairie Materials (Eppard's Point) .....\$6,250.00  
Valley View Industries (Fairbury Quarry).....\$6,250.00

**Bellflower RD .....Sec 06-04000-00-GM.....GR 14**  
The successful bidder on the above section was:  
Limestone Transit, Inc .....\$19,969.50

**Cheney's Grove RD .....Sec 06-08000-00-GM.....GR 3**

The successful bidders on the above section were:

Valley View Industries (McDowell Quarry) .....	\$7,875.00
Prairie Materials (Eppard's Point) .....	\$8,010.00

**Chenoa RD.....Sec 06-09000-00-GM.....GR 3**

The successful bidders on the above section were:

Stark Materials Co, Inc (Becker Pit).....	\$3,500.00
Valley View Industries (McDowell Quarry) .....	\$3,500.00
Prairie Materials (Eppard's Point) .....	\$3,560.00

**Chenoa RD.....Sec 06-09000-00-GM.....GR 4**

The successful bidders on the above section were:

Prairie Materials (Eppard's Point) .....	\$4,375.00
Valley View Industries (Fairbury Quarry).....	\$4,375.00

**Cropsey RD.....Sec 06-10000-00-GM.....GR 4**

The successful bidders on the above section were:

Prairie Materials (Eppards Point).....	\$1,250.00
Valley View Industries (Fairbury Quarry).....	\$1,250.00
Stark Materials Co, Inc (Rettick Pit).....	\$1,740.00

**Cropsey RD.....Sec 06-10000-00-GM.....GR 14**

The successful bidder on the above section was:

Towanda Company .....	\$6,384.00
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**Gridley RD.....Sec 06-18000-00-GM.....GR 13**

The successful bidder on the above section was:

Limestone Transit, Inc .....	\$14,560.00
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**Gridley RD.....Sec 06-18000-00-GM.....GR 14**

The successful bidder on the above section was:

Limestone Transit, Inc .....	\$16,230.00
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**Hudson RD .....Sec 06-19000-00-GM.....GR 14**

The successful bidder on the above section was:

Carri Scharf Materials.....	\$8,825.00
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**Lawndale RD.....Sec 06-20000-00-GM.....GR 3**

The successful bidders on the above section were:

Valley View Industries (McDowell Quarry) .....	\$13,125.00
Prairie Materials (Eppard's Point) .....	\$13,350.00

**Lawndale RD.....Sec 06-20000-00-GM.....GR 4**

The successful bidders on the above section were:

Valley View Industries (Fairbury Quarry).....	\$3,125.00
Prairie Materials (Eppard's Point) .....	\$3,125.00
Stark Materials Co, Inc (Rettick Pit).....	\$4,350.00

**Lawndale RD.....Sec 06-20000-00-GM.....GR 5**

The successful bidders on the above section were:

Valley View Industries (Fairbury Quarry).....	\$775.00
Prairie Materials (Eppard's Point).....	\$785.00

**Martin RD.....Sec 06-22000-00-GM.....GR 14**

The successful bidder on the above section was:

Limestone Transit, Inc.....	\$10,972.50
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**Martin RD.....Sec 06-22000-00-GM.....GR 15**

The successful bidder on the above section was:

Towanda Company.....	\$1,596.00
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**Money Creek RD.....Sec 06-23000-00-GM.....GR 14**

The successful bidder on the above section was:

Carri Scharf Materials.....	\$4,000.00
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**Mount Hope RD.....Sec 06-29000-00-GM.....GR 4**

The successful bidders on the above section were:

Prairie Materials (Eppard's Point).....	\$3,125.00
Carri Scharf Materials (Heyworth).....	\$4,000.00
Stark Materials Co, Inc (Sholty Pit).....	\$4,350.00

**Normal RD.....Sec 06-25000-00-GM.....GR 14**

The successful bidder on the above section was:

Carri Scharf Materials.....	\$4,750.00
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**West RD.....Sec 06-29000-00-GM.....GR 4 (Gravel Only)**

The successful bidders on the above section were:

Carri Scharf Materials (Heyworth).....	\$4,000.00
K & R Gravel, Inc (None Noted).....	\$4,000.00
Stark Materials Co, Inc (Rettick Pit).....	\$4,350.00

**West RD.....Sec 06-29000-00-GM.....GR 4 (Crushed Limestone)**

The successful bidders on the above section were:

Prairie Materials (Eppard's Point).....	\$1,875.00
Valley View Industries (Fairbury Quarry).....	\$1,875.00

**West RD.....Sec 06-29000-00-GM.....GR 14**

The successful bidder on the above section was:

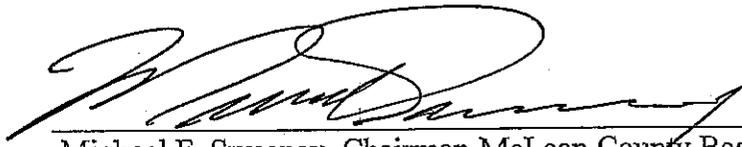
Carri Scharf Materials.....	\$4,900.00
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**2006 Non-MFT SECTION:**

**McLean County.....Sec 2006 Non-MFT.....GR 6**

The successful bidder on the above section was:

Prairie Materials (Eppard's Point).....	\$8,500.00
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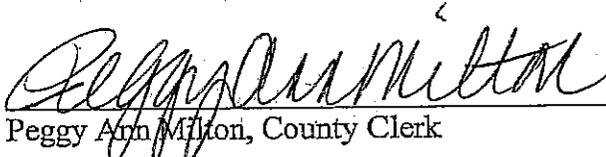
  
Michael F. Sweeney, Chairman McLean County Board

STATE OF ILLINOIS     ]  
                                  ]    SS  
COUNTY OF MCLEAN    ]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on January 17, 2006.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 17<sup>th</sup> day of January A.D., 2006.

[SEAL]

  
Peggy Ann Milton, County Clerk

McLEAN COUNTY HIGHWAY DEPARTMENT  
JANUARY 04, 2006

McLEAN COUNTY  
SEC. 06-00000-00-GM GR 3  
ITEM  
Seal Coat Agg (CA-15 or 18)

Location of Pit or Quarry

DELIVERY On Truck	QUANTITY 500 Ton	UNIT PRICE \$8.75	ESTIMATE TOTAL \$4,075.00	CARRI SCHARF UNIT PRICE \$8.00 TOTAL \$4,000.00	MCLEAN CO. ASPHALT UNIT PRICE \$0.00 TOTAL \$0.00	ROWE UNIT PRICE \$8.95 TOTAL \$4,475.00	STARK UNIT PRICE \$8.75 TOTAL \$4,375.00
			-1.84%		-100.00%	9.82%	7.36%

Heyworth

Becker Pit

			LIMESTONE TRANSIT UNIT PRICE \$0.00 TOTAL \$0.00	VALLEY VIEW UNIT PRICE \$8.75 TOTAL \$4,375.00	K & R GRAVEL UNIT PRICE \$0.00 TOTAL \$0.00	PRAIRIE MATERIALS UNIT PRICE \$5.90 TOTAL \$4,450.00
			-100.00%	7.36%	-100.00%	9.20%

McDowell Quarry

Eppards Point

Location of Pit or Quarry

McLEAN COUNTY  
SEC. 06-00000-00-GM GR 4  
ITEM  
Agg Surf Crse, Ty B (CA 6 or 10)

Location of Pit or Quarry

DELIVERY On Truck	QUANTITY 4,000 Ton	UNIT PRICE \$7.85	ESTIMATE TOTAL \$31,400.00	CARRI SCHARF UNIT PRICE \$8.00 TOTAL \$32,000.00	MCLEAN CO. ASPHALT UNIT PRICE \$0.00 TOTAL \$0.00	ROWE UNIT PRICE \$10.50 TOTAL \$42,000.00	STARK UNIT PRICE \$8.70 TOTAL \$34,800.00
			1.91%		-100.00%	33.76%	10.83%

Heyworth

Shoity Pit

Downs Sellards

Alternate at Rettick Pit

K & R GRAVEL

VALLEY VIEW

PRAIRIE MATERIALS

Eppards Point

Location of Pit or Quarry

McLEAN COUNTY  
SEC. 06-00000-00-GM GR 4A  
ITEM  
Agg Surf Crse-Bit Millings  
CA 6 or 10 Gradation

Location of Plant, Pit or Quarry

DELIVERY On Truck	QUANTITY 500 Ton	UNIT PRICE \$10.30	ESTIMATE TOTAL \$5,150.00	CARRI SCHARF UNIT PRICE \$9.50 TOTAL \$4,750.00	MCLEAN CO. ASPHALT UNIT PRICE \$0.00 TOTAL \$0.00	ROWE UNIT PRICE \$6.00 TOTAL \$3,000.00	VALLEY VIEW UNIT PRICE \$6.25 TOTAL \$3,125.00
			-7.77%		-100.00%	1.91%	-20.38%

RI 9 Bloomington

Downs Sellards

Eppards Point

Fairbury Quarry

McLEAN COUNTY  
SEC. 05-00000-00-GM GR 5  
ITEM  
Riprap Bedding Gradation 1

Location of Pit or Quarry

DELIVERY On Truck	QUANTITY 300 Ton	UNIT PRICE \$7.75	ESTIMATE TOTAL \$2,325.00	CARRI SCHARF UNIT PRICE \$0.00 TOTAL \$0.00	MCLEAN CO. ASPHALT UNIT PRICE \$0.00 TOTAL \$0.00	ROWE UNIT PRICE \$7.95 TOTAL \$2,385.00	VALLEY VIEW UNIT PRICE \$7.75 TOTAL \$2,325.00
			-100.00%		-100.00%	1.29%	0.00%

Eppards Point



McLEAN COUNTY HIGHWAY DEPARTMENT  
JANUARY 04, 2006

ALLIN RD  
SEC. 06-01000-00-GM GR 3  
ITEM  
Seal Coat Agg (CA-15 or 16)  
Location of Pit or Quarry

ENGINEERS ESTIMATE TOTAL	\$3,260.00	CARRI SCHARF	UNIT PRICE	\$8.15	QUANTITY	400 Ton	DELIVERY On Truck
ESTIMATE TOTAL	\$3,260.00	UNIT PRICE	\$8.15	UNIT PRICE	\$8.15	UNIT PRICE	\$8.15
	\$3,260.00	TOTAL	\$0.00	TOTAL	\$0.00	TOTAL	\$3,580.00
			-100.00%				9.62%
							Heyworth
							Becker Pit
							7.35%
							\$3,500.00
							\$3,580.00
							\$8.90
							\$3,580.00
							\$3,580.00
							9.20%
							Eppards Point

VALLEY VIEW  
UNIT PRICE TOTAL  
\$0.00  
\$0.00  
-100.00%

Location of Pit or Quarry

ALLIN RD  
SEC. 06-01000-00-GM GR 14  
ITEM  
Seal Coat Agg (CA-15 or 16)  
Location of Pit or Quarry

ENGINEERS ESTIMATE TOTAL	\$4,750.00	CARRI SCHARF	UNIT PRICE	\$9.50	QUANTITY	500 Ton	DELIVERY F.O.B. TWP Stockpile
ESTIMATE TOTAL	\$4,750.00	UNIT PRICE	\$9.50	UNIT PRICE	\$9.50	UNIT PRICE	\$9.50
	\$4,750.00	TOTAL	\$0.00	TOTAL	\$0.00	TOTAL	\$4,250.00
			-10.53%				-100.00%
							\$0.00
							\$0.00
							\$0.00
							\$9.98
							\$4,390.00
							\$4,390.00
							5.05%
							TOWANDA CO. BID CHECK

VALLEY VIEW  
UNIT PRICE TOTAL  
\$0.00  
\$0.00  
-100.00%

L&B TRANSIT  
UNIT PRICE TOTAL  
\$0.00  
\$0.00  
-100.00%

ANCHOR RD  
SEC. 06-02000-00-GM GR 4  
ITEM  
Agg Surf Crse, Ty B (CA 6 or 10)  
Location of Pit or Quarry

ENGINEERS ESTIMATE TOTAL	\$7,850.00	ROWE	UNIT PRICE	\$7.85	QUANTITY	1,000 Ton	DELIVERY On Truck
ESTIMATE TOTAL	\$7,850.00	UNIT PRICE	\$7.85	UNIT PRICE	\$7.85	UNIT PRICE	\$7.85
	\$7,850.00	TOTAL	\$0.00	TOTAL	\$0.00	TOTAL	\$10,500.00
			-100.00%				33.76%
							Downs
							Reelick at Downs
							10.89%
							\$6,700.00
							\$6,700.00
							\$6,250.00
							\$6,250.00
							\$6,250.00
							-20.38%
							Eppards Point

VALLEY VIEW  
UNIT PRICE TOTAL  
\$6.25  
\$6,250.00  
-20.38%

Location of Pit or Quarry

McLEAN COUNTY HIGHWAY DEPARTMENT  
JANUARY 04, 2006

ANCHOR RD  
SEC. 06-02000-00-GM GR 14  
ITEM  
Seal Coat Agg (CA-15 or 16)  
(Crushed Limestone Only)

DELIVERY F.O.B. TWP Stockpile	QUANTITY 1,400 Ton	UNIT Ton	UNIT PRICE \$11.00	ESTIMATE TOTAL \$15,400.00	ROWE UNIT PRICE \$0.00 TOTAL \$0.00 -100.00%	STARK UNIT PRICE \$0.00 TOTAL \$0.00 -100.00%	TOWANDA CO. BID CHECK UNIT PRICE \$11.13 TOTAL \$15,582.00 1.18%	MOSER TRUCKING BID CHECK UNIT PRICE \$11.70 TOTAL \$16,380.00 6.36%
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ARROWSMITH RD  
SEC. 06-03000-00-GM GR 14  
ITEM  
Cover Coat Agg CA-14  
(Crushed Limestone Only)

DELIVERY F.O.B. TWP Stockpile	QUANTITY 350 Ton	UNIT Ton	UNIT PRICE \$12.40	ESTIMATE TOTAL \$4,340.00	ROWE UNIT PRICE \$0.00 TOTAL \$0.00 -100.00%	STARK UNIT PRICE \$0.00 TOTAL \$0.00 -100.00%	TOWANDA CO. BID CHECK UNIT PRICE \$14.03 TOTAL \$4,910.50 13.15%	MOSER TRUCKING BID CHECK UNIT PRICE \$14.49 TOTAL \$5,071.50 16.85%
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ARROWSMITH RD  
SEC. 06-03000-00-GM GR 15  
ITEM  
Agg Surf Crse Ty B CA-6 or 10  
(Crushed Limestone Only)

DELIVERY F.O.B. TWP Stockpile	QUANTITY 800 Ton	UNIT Ton	UNIT PRICE \$9.00	ESTIMATE TOTAL \$7,200.00	ROWE UNIT PRICE \$0.00 TOTAL \$0.00 -100.00%	STARK UNIT PRICE \$0.00 TOTAL \$0.00 -100.00%	TOWANDA CO. BID CHECK UNIT PRICE \$9.96 TOTAL \$7,184.00 -0.22%	MOSER TRUCKING BID CHECK UNIT PRICE \$0.00 TOTAL \$0.00 -100.00%
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DONALD HANSEN BID CHECK UNIT PRICE \$11.84 TOTAL \$16,576.00 7.64%	L&B TRANSIT BID CHECK UNIT PRICE \$12.50 TOTAL \$17,500.00 13.64%	LIMESTONE TRANSIT BID CHECK UNIT PRICE \$10.88 TOTAL \$15,246.00 -1.00%
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DONALD HANSEN BID CHECK UNIT PRICE \$14.99 TOTAL \$5,246.50 20.89%	L&B TRANSIT BID CHECK UNIT PRICE \$15.00 TOTAL \$5,250.00 20.97%	LIMESTONE TRANSIT BID CHECK UNIT PRICE \$13.48 TOTAL \$4,718.00 8.77%
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DONALD HANSEN BID CHECK UNIT PRICE \$10.17 TOTAL \$8,136.00 13.00%	L&B TRANSIT BID CHECK UNIT PRICE \$10.25 TOTAL \$8,200.00 13.89%	LIMESTONE TRANSIT BID CHECK UNIT PRICE \$6.96 TOTAL \$7,184.00 -0.22%
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McLEAN COUNTY HIGHWAY DEPARTMENT  
JANUARY 04, 2006

CROPSEY RD  
SEC. 06-10000-00-GM GR 14  
ITEM  
Seal Coat Agg (CA-15 or 16)  
(Crushed Limestone Only)

DELIVERY F.O.B. TWP Stockpile	QUANTITY 600 Ton	UNIT PRICE \$10.75	ESTIMATE TOTAL \$6,450.00 \$6,450.00	UNIT PRICE \$0.00	TOTAL \$0.00	ROWE UNIT PRICE \$0.00	TOTAL \$0.00	STARK UNIT PRICE \$0.00	TOTAL \$0.00	TOWANDA CO. BID CHECK UNIT PRICE \$10.64	TOTAL \$6,594.00	MOSER TRUCKING BID CHECK UNIT PRICE \$11.75	TOTAL \$7,050.00
					-100.00%		-100.00%		-100.00%		-1.02%		9.30%

DONALD HANSEN  
BID CHECK  
UNIT PRICE  
\$11.99

L&B TRANSIT  
BID CHECK  
UNIT PRICE  
\$10.89

LIMESTONE TRANSIT  
BID CHECK  
UNIT PRICE  
\$10.89

GRIDLEY RD  
SEC. 05-18000-00-GM GR 13  
ITEM  
CA 7 OR 11  
(Crushed Limestone Only)

DELIVERY Spread Thru Box on Road	QUANTITY 1,300 Ton	UNIT PRICE \$11.50	ESTIMATE TOTAL \$14,950.00 \$14,950.00	UNIT PRICE \$0.00	TOTAL \$0.00	ROWE UNIT PRICE \$0.00	TOTAL \$0.00	STARK UNIT PRICE \$0.00	TOTAL \$0.00	TOWANDA CO. BID CHECK UNIT PRICE \$12.13	TOTAL \$15,789.00	LIMESTONE TRANSIT BID CHECK UNIT PRICE \$11.20	TOTAL \$14,560.00
					-100.00%		-100.00%		-100.00%		5.48%		-2.61%

GRIDLEY RD  
SEC. 06-18000-00-GM GR 14  
ITEM  
Cover Coat Agg CA-14  
Seal Coat Agg CA-15 or 16  
(Both Crushed Limestone Only)

DELIVERY F.O.B. TWP Stockpile	QUANTITY 300 Ton 1,200 Ton	UNIT PRICE \$12.40 \$10.75	ESTIMATE TOTAL \$3,720.00 \$12,900.00 \$16,620.00	UNIT PRICE \$0.00	TOTAL \$0.00	ROWE UNIT PRICE \$0.00	TOTAL \$0.00	STARK UNIT PRICE \$0.00	TOTAL \$0.00	TOWANDA CO. BID CHECK UNIT PRICE \$12.82 \$10.57	TOTAL \$3,846.00 \$12,584.00 \$16,590.00	MOSER TRUCKING BID CHECK UNIT PRICE \$13.55 \$11.30	TOTAL \$4,065.00 \$13,560.00 \$17,625.00
					-100.00%		-100.00%		-100.00%		-0.54%		6.05%

HUDSON RD  
SEC. 06-19000-00-GM GR 14  
ITEM  
Cover Coat Agg CA-14  
Seal Coat Agg CA-15 or 16

DELIVERY F.O.B. TWP Stockpile	QUANTITY 500 Ton 350 Ton	UNIT PRICE \$12.40 \$10.75	ESTIMATE TOTAL \$6,200.00 \$3,762.50 \$9,962.50	UNIT PRICE \$11.00 \$9.50	TOTAL \$5,500.00 \$3,325.00 \$8,825.00	ROWE BID CHECK UNIT PRICE \$15.25 \$12.90	TOTAL \$7,625.00 \$4,515.00 \$12,140.00	STARK UNIT PRICE \$0.00	TOTAL \$0.00	TOWANDA CO. BID CHECK UNIT PRICE \$12.12 \$10.92	TOTAL \$6,060.00 \$3,822.00 \$9,882.00		-0.81%
					-11.42%		21.86%		-100.00%				

CARRI SCHARF  
BID CHECK  
UNIT PRICE  
\$11.00  
\$9.50

L&B TRANSIT  
BID CHECK  
UNIT PRICE  
\$14.48  
\$12.29

LIMESTONE TRANSIT  
BID CHECK  
UNIT PRICE  
\$14.48  
\$12.29



McLEAN COUNTY HIGHWAY DEPARTMENT  
JANUARY 04, 2006

MARTIN RD  
SEC. 06-22000-00-GM GR 14  
ITEM  
Seal Coat Agg (CA-15 or 16)  
(Crushed Limestone Only)

ENGINEERS ESTIMATE TOTAL	\$11,287.50	ROWE	UNIT PRICE	TOTAL	STARK	UNIT PRICE	TOTAL	TOWANDA CO.	UNIT PRICE	TOTAL	MOSER TRUCKING	UNIT PRICE	TOTAL
DELIVERY F.O.B. TWP Stockpile	\$10.75			\$0.00			\$0.00		\$10.48	\$11,004.00		\$11.01	\$11,560.50
				-100.00%			-100.00%			-2.51%			2.42%

HANSEN TRUCKING	UNIT PRICE	TOTAL	L&B TRANSIT	UNIT PRICE	TOTAL
	\$0.00	\$0.00		\$12.25	\$12,862.50
	-100.00%	-100.00%			13.95%

LIMESTONE TRANSIT	UNIT PRICE	TOTAL	BID CHECK	TOTAL
	\$10.45	\$10,972.50		\$10,972.50
		-2.79%		

MARTIN RD  
SEC. 06-22000-00-GM GR 15  
ITEM  
Agg Surf Crse Ty 8 CA-6 or 10  
(Crushed Limestone Only)

ENGINEERS ESTIMATE TOTAL	\$2,500.00	ROWE	UNIT PRICE	TOTAL	STARK	UNIT PRICE	TOTAL	TOWANDA CO.	UNIT PRICE	TOTAL	MOSER TRUCKING	UNIT PRICE	TOTAL
DELIVERY F.O.B. TWP Stockpile	\$12.50			\$0.00			\$0.00		\$7.98	\$1,596.00		\$8.51	\$1,702.00
				-100.00%			-100.00%			-36.16%			-31.92%

TOWANDA CO.	UNIT PRICE	TOTAL	BID CHECK	TOTAL
	\$1.596.00	\$1,596.00		\$1,596.00
		-36.16%		

HANSEN TRUCKING	UNIT PRICE	TOTAL	L&B TRANSIT	UNIT PRICE	TOTAL
	\$0.00	\$0.00		\$9.75	\$1,950.00
	-100.00%	-100.00%			-22.00%

LIMESTONE TRANSIT	UNIT PRICE	TOTAL	BID CHECK	TOTAL
	\$0.00	\$0.00		\$0.00
		-100.00%		

MONEY CREEK RD  
SEC. 06-23000-00-GM GR 14  
ITEM  
Seal Coat Agg (CA-15 or 16)  
Stockpile

ENGINEERS ESTIMATE TOTAL	\$4,300.00	ROWE	UNIT PRICE	TOTAL	STARK	UNIT PRICE	TOTAL	TOWANDA CO.	UNIT PRICE	TOTAL	MOSER TRUCKING	UNIT PRICE	TOTAL
DELIVERY F.O.B. TWP Stockpile	\$10.75			\$4,000.00			\$0.00		\$10.98	\$4,392.00		\$10.98	\$4,392.00
				-6.98%			-100.00%			2.14%			2.14%

CARRISGHARE	UNIT PRICE	TOTAL	BID CHECK	TOTAL
	\$10.00	\$4,000.00		\$4,000.00
		-6.98%		

MOSER TRUCKING	UNIT PRICE	TOTAL	L&B TRANSIT	UNIT PRICE	TOTAL
	\$0.00	\$0.00		\$13.05	\$5,220.00
	-100.00%	-100.00%			21.40%

LIMESTONE TRANSIT	UNIT PRICE	TOTAL	BID CHECK	TOTAL
	\$0.00	\$0.00		\$0.00
		-100.00%		

McLEAN COUNTY HIGHWAY DEPARTMENT  
JANUARY 04, 2009

MOUNT HOPE RD  
SEC. 06-24000-00-GM GR 4  
ITEM  
Agg Surf Crs, Ty B (CA 6 or 10)  
Location of Pit or Quarry

DELIVERY On Truck	QUANTITY 500 Ton	UNIT PRICE \$7.85	ESTIMATE TOTAL \$3,925.00	CARRI SCHARF UNIT PRICE \$8.00	TOTAL \$4,000.00	ROWE UNIT PRICE \$10.50	TOTAL \$5,250.00	STARK UNIT PRICE \$8.70	TOTAL \$4,350.00	PRAIRIE MATERIALS UNIT PRICE \$6.25	TOTAL \$3,125.00
			\$3,925.00		\$4,000.00		\$5,250.00		\$4,350.00		\$3,125.00
					1.91%		33.76%		10.83%		-20.36%
				Heyworth		Downs		Sholly Pit			Eppards Point

Location of Pit or Quarry

VALLEY VIEW	UNIT PRICE	TOTAL
	\$0.00	\$0.00
		-100.00%

Location of Pit or Quarry  
NORMAL RD  
SEC. 06-25000-00-GM GR 14  
ITEM  
Seal Coat Agg (CA-15 or 18)  
Stockpile

DELIVERY F.O.B. TWP	QUANTITY 500 Ton	UNIT PRICE \$10.75	ESTIMATE TOTAL \$5,375.00	CARRI SCHARF UNIT PRICE \$9.50	TOTAL \$4,750.00	ROWE UNIT PRICE \$12.95	TOTAL \$6,475.00	STARK UNIT PRICE \$0.00	TOTAL \$0.00	TOWANDA CO. UNIT PRICE \$10.53	TOTAL \$5,265.00
			\$5,375.00		\$4,750.00		\$6,475.00		\$0.00		\$5,265.00
					-11.53%		20.47%		-100.00%		-2.05%
				Heyworth		Downs		Sholly Pit			Eppards Point

Location of Pit or Quarry

MOSER TRUCKING	UNIT PRICE	TOTAL
BID CHECK	\$0.00	\$0.00
	\$11.15	\$5,575.00
		3.72%

WEST RD  
SEC. 06-29000-00-GM GR 4  
ITEM  
Agg Surf Crs, Ty B (CA 6 or 10)  
(Gravel Only)  
Location of Pit or Quarry

DELIVERY On Truck	QUANTITY 500 Ton	UNIT PRICE \$7.85	ESTIMATE TOTAL \$3,925.00	CARRI SCHARF UNIT PRICE \$8.00	TOTAL \$4,000.00	ROWE UNIT PRICE \$10.50	TOTAL \$5,250.00	STARK UNIT PRICE \$8.70	TOTAL \$4,350.00	PRAIRIE MATERIALS UNIT PRICE \$0.00	TOTAL \$0.00
			\$3,925.00		\$4,000.00		\$5,250.00		\$4,350.00		\$0.00
					1.91%		33.76%		10.83%		-100.00%
				Heyworth		Downs		Retlick Pit			

Location of Pit or Quarry

VALLEY VIEW	UNIT PRICE	TOTAL
	\$0.00	\$0.00
		-100.00%

McLEAN COUNTY HIGHWAY DEPARTMENT

JANUARY 04, 2006

WEST RD  
SEC. 06-29000-00-GM GR 4  
ITEM  
Agg Surf Course, Ty B (CA 6 or 10)  
(Crushed Limestone Only)

Location of Pit or Quarry

ENGINEERS ESTIMATE TOTAL	\$2,355.00	CARRI SCHARF	UNIT PRICE	\$0.00	ROWE	UNIT PRICE	\$0.00	STARK	UNIT PRICE	\$0.00	PRAIRIE MATERIALS	UNIT PRICE	\$8.25	TOTAL	\$1,875.00	
DELIVERY On Truck	300 Ton	UNIT PRICE	\$7.55	TOTAL	\$0.00	UNIT PRICE	\$0.00	TOTAL	\$0.00	TOTAL	\$0.00	UNIT PRICE	\$0.00	TOTAL	\$1,875.00	
															-20.38%	
																Eppards Point

VALLEY VIEW K & R GRAVEL

ENGINEERS ESTIMATE TOTAL	\$1,875.00	VALLEY VIEW	UNIT PRICE	\$0.00	TOTAL	\$0.00	
DELIVERY On Truck	400 Ton	UNIT PRICE	\$4.69	TOTAL	\$0.00	TOTAL	\$0.00

Location of Pit or Quarry

WEST RD  
SEC. 06-29000-00-GM GR 14  
ITEM  
Cover Coat Agg CA-14  
Seal Coat Agg CA-15 or 16  
(Gravel Only)

ENGINEERS ESTIMATE TOTAL	\$1,100.00	CARRI SCHARF	UNIT PRICE	\$0.00	ROWE	UNIT PRICE	\$0.00	STARK	UNIT PRICE	\$0.00	TOWANDA CO.	UNIT PRICE	\$0.00	TOTAL	\$0.00	
DELIVERY On Truck	100 Ton	UNIT PRICE	\$11.00	TOTAL	\$0.00	UNIT PRICE	\$0.00	TOTAL	\$0.00	TOTAL	\$0.00	UNIT PRICE	\$0.00	TOTAL	\$0.00	
	400 Ton	UNIT PRICE	\$3,800.00	TOTAL	\$0.00	UNIT PRICE	\$0.00	TOTAL	\$0.00	TOTAL	\$0.00	UNIT PRICE	\$0.00	TOTAL	\$0.00	
															-100.00%	
																Eppards Point

L & B TRANSIT

ENGINEERS ESTIMATE TOTAL	\$0.00	L & B TRANSIT	UNIT PRICE	\$0.00	TOTAL	\$0.00	
DELIVERY On Truck	500 Ton	UNIT PRICE	\$0.00	TOTAL	\$0.00	TOTAL	\$0.00

Location of Pit or Quarry

McLEAN COUNTY  
SEC. 2006 NON-MFT GR 6  
ITEM  
Riprap Bedding Gradation 4

ENGINEERS ESTIMATE TOTAL	\$9,125.00	MCLEAN CO. ASPHALT	UNIT PRICE	\$0.00	ROWE	UNIT PRICE	\$0.00	PRAIRIE MATERIALS	UNIT PRICE	\$17.00	LIMESTONE TRANSIT	UNIT PRICE	\$0.00	TOTAL	\$9,500.00	
DELIVERY On Truck	500 Ton	UNIT PRICE	\$18.25	TOTAL	\$0.00	UNIT PRICE	\$0.00	TOTAL	\$0.00	TOTAL	\$0.00	UNIT PRICE	\$0.00	TOTAL	\$0.00	
															-6.85%	
																Eppards Point

VALLEY VIEW

ENGINEERS ESTIMATE TOTAL	\$0.00	VALLEY VIEW	UNIT PRICE	\$0.00	TOTAL	\$0.00	
DELIVERY On Truck	500 Ton	UNIT PRICE	\$0.00	TOTAL	\$0.00	TOTAL	\$0.00

Location of Pit or Quarry



**PRELIMINARY ENGINEERING SERVICES AGREEMENT**

**LOCAL AGENCY**

**CONSULTANT**

County: McLean

Name: Rice, Berry and Associates

Township:

Address: 3085 Stevenson Drive

Section: 06-00134-05-BR  
06-00134-06-BR

City: Springfield

State: Illinois

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of

\_\_\_\_\_, 2006 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTIONS.

**SECTION DESCRIPTION**

Name CH 17 Length 0.10 mile

1-3/4 miles north of Ellsworth: 2850E, 1330N

Structure No. 1/4 mile north of Ellsworth: 2850E, 1180 N

Location SW 1/4, Sec. 2, T23N, R4W, 3<sup>rd</sup> P.M., 1.75 miles north of Ellsworth  
NW 1/4, Sec. 14, T23N, R4E, 3<sup>rd</sup> P.M., 0.25 miles north of Ellsworth

Description: Bridge Replacement

**DEFINITION**

DEPARTMENT..... McLean County Highway Department

## AGREEMENT PROVISIONS

### THE ENGINEER AGREES

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement hereinbefore described:
  - a.( X ) Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
  - b.( X ) Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c.( ) Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.( ) Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.( X ) Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and railroad crossing work agreements.
  - f.( X ) Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g.( X ) Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals, and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

- h.( ) Furnish the LA with survey and drafts in quadruplicate of all necessary right of way dedications, construction easements, and borrow pit and channel change agreements including prints of the corresponding plats.
  - i.( ) Assist the LA in the tabulation and interpretation of the contractor's proposals.
  - j.(X) Prepare the necessary environmental documents in accordance with the procedures adopted by the Illinois Department of Transportation, Bureau of Local Roads and Streets.
  - k.( ) Prepare the Project Development Report when required by the DEPARTMENT.
2. That all reports, plans, plats, and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before finally accepted, be subject to approval by the LA and the said DEPARTMENT.
  3. To attend conferences at any reasonable time when required to do so by the LA or representatives of the DEPARTMENT.
  4. In the event plans are found to be in error during the construction of the SECTION and revisions of the plans are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
  5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
  6. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

THE LA AGREES

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
  - a.( ) A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.

- b. (X) A sum of money equal to the percent of the awarded contract cost for each section approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

<u>Awarded Cost</u>	<u>Percentage Fees</u>
PER SECTION	
Under \$50,000 .....	10.00 (see note)
First 50,000 .....	10.00%
Next 50,000 .....	7.75%
Next 100,000 .....	6.50%
Next 200,000 .....	5.60%
Next 200,000 .....	5.20%
Next 450,000 .....	5.10%

2. To pay for all services stipulated under paragraph 1j of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services, the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1h, 1j and 1k. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

<u>Grade Classification of Employee</u>	<u>Hourly Rate</u>
Principal	\$144.50
Engineer 9	141.25
Engineer 8	127.00
Engineer 7	111.80
Engineer 6	104.50
Engineer 5	92.50
Engineer 4	88.40
Engineer 3	81.60
Engineer 2	77.50
Engineer 1	70.20
Technician 7	91.50
Technician 6	81.60
Technician 5	72.25
Technician 4	63.50
Technician 3	56.00
Technician 2	47.60
Technician 1	46.25
Clerical 2	67.00
Clerical 1	47.30
Accountant	64.50

The hourly rate itemized above shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect through the duration of the contract.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule.
  - a. Partial payments, not to exceed 90 percent of the amount earned, shall be made monthly as the work progresses.
  - b. Upon completion of the services required by paragraphs 1a through 1g under THE ENGINEERS AGREES, to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - c. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "b" above.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a thru 1k, and prior to the completion of such services, the LA shall reimburse the ENGINEER for labor expenses at the hourly rates set forth under paragraph 2 above for costs incurred up to the time he is notified in writing of such abandonment. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes at the hourly rates set forth under paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

### IT IS MUTUALLY AGREED

1. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA, all drawings, plats, surveys, reports, permits, agreements, provisions, specifications, partial and completed estimates, and data with the understanding that all such material become the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with paragraph 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage, fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

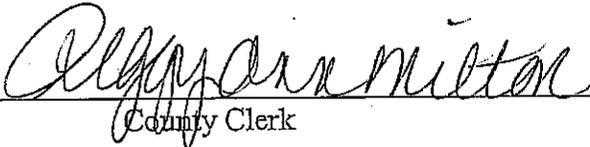
5. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques or procedures the Contractor elects to use to complete his work. Omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment or excavations and any erection methods and temporary bracing.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in triplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

McLean County of the State of Illinois, acting  
by and through its County Board

ATTEST:

By   
County Clerk

By 

(SEAL)

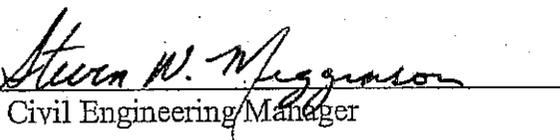
Title: Chairman, County Board

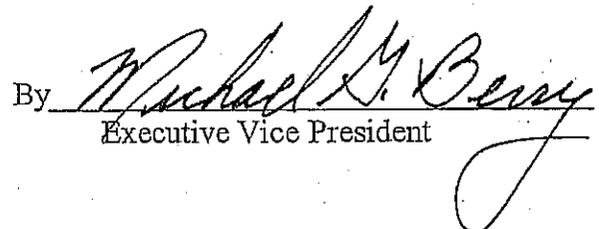
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Executed by the ENGINEER:

Rice, Berry and Associates  
801 South Durkin Drive  
Springfield, Illinois 62704-1313

ATTEST:

By   
Civil Engineering Manager

By   
Executive Vice President

(SEAL)

HAMPTON, LENZINI AND RENWICK, INC.

**SPECIAL PROVISION FOR EMPLOYMENT PRACTICES**

In addition to all other labor requirements set forth in this proposal and in the "Standard Specifications for Road and Bridge Construction" adopted by the Illinois Department of Transportation, during the performance of this contract, Hampton, Lenzini and Renwick, Inc., its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

**I. SELECTION OF LABOR**

The Engineer shall comply with all Illinois statutes pertaining to the selection of labor.

**II. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the Engineer agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules and Regulations, the Engineer will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- E. That it will submit reports as required by the Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subconsultant. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by all its subconsultants; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subconsultant fails or refuses to comply therewith. In addition, the Engineer will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

STATE OF ILLINOIS  
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

1. Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- b. Specifying the actions that will be taken against employees for violations of such prohibition.
- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (1) abide by the terms of the statement; and
  - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2. Establishing a drug free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
- b. the grantee's or contractor's policy of maintaining a drug free workplace;
- c. any available drug counseling, rehabilitation and employee assistance programs; and
- d. the penalties that may be imposed upon an employee for drug violations.

3. Providing a copy of the statement required by subparagraph 1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (2) of paragraph c of subsection 1 above from an employee or otherwise receiving actual notice of such conviction.

5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

6. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

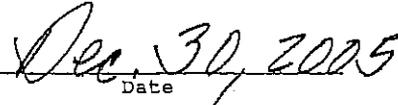
THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Rice, Berry and Associates  
Div. of Hampton, Lenzini & Renwick, Inc.  
Printed Name of Organization

  
Signature of Authorized Representative

Michael G. Berry, Executive Vice President  
Printed Name and Title

36-2555986  
Requisition/Contract/Grant  
ID Number

  
Date

FINDINGS OF FACT AND RECOMMENDATION  
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Richard & Janet Schroeder in case SU-05-23, parcel (15) 30-30-300-005. They are requesting a special use to allow a single family residence in the Agriculture District on land undesirable for agricultural uses – a special use was previously approved on the property in case 02-40-S, on property which is part of the SE ¼ of the SW ¼ of Section 30, Township 22N, Range 4E of the 3<sup>rd</sup> P.M.; and is located in Empire Township immediately west of 2450 East Road and a ¼ mile north of 300 North Road.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on January 3, 2006 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** – The 7.5 acre property is vacant and is covered by grass and trees. The property has 570 feet of frontage on the west side of 2450E Road, an oil and chip road 16 feet in width. The property drains to a creek that flows easterly across the property.

**SURROUNDING ZONING AND LAND USES** - The property is surrounded by land in the A-Agriculture District and is surrounded by land used for crop production.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 107 out of 125 points. The site assessment score was 110 out of 175 points. The total LESA score was 217 points out of 300. A score of below 225 points means the property is of low value for agricultural land protection.

**ANALYSIS OF STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

**STANDARDS FOR RECOMMENDING:**

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The subject site is hilly and wooded and is not desirable for crop production.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The property is heavily wooded and hilly. Nearby property that is currently in crop production will continue to be desirable for such use.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The subject parcel is wooded and not well suited for crop production. Nearby land that is suitable for crop production will continue to be suitable for such use.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has 570 feet of frontage on the west side of 2450 East Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. The applicant has obtained an entrance permit from the Empire Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met. The preamble states that the Agriculture District regulations are intended to provide for the location and govern the establishment and use of limited non-agricultural residential uses.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District, the land is found to be undesirable for agricultural uses.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

**ROLL CALL VOTE UNANIMOUS** - The roll call vote was seven members for the motion to recommend granting, none opposed and no members were absent.

Respectfully submitted this 3<sup>rd</sup> day of January 2006, McLean County Zoning Board of Appeals

Sally Rudolph  
Chair

Sally Rudolph, Chair  
Drake Zimmerman  
David Kinsella  
James Finnigan  
Joe Elble  
Jerry Hoffman  
Michael Kuritz

FINDINGS OF FACT AND RECOMMENDATION  
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of David & Karen Lander in case SU-05-25, parcel (13) 36-07-400-002. They are requesting a special use to allow a single family residence in the Agriculture District on land undesirable for agricultural uses and to allow the applicant three years to begin construction rather than one year that is allowed; on property which is part of the SE ¼ of the SE ¼ of Section 7, Township 21N, Range 3E of the 3<sup>rd</sup> P.M.; and is located in Downs Township immediately north of Old Principal Road and approximately 1/4 mile west of 1900 East Road.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on January 3, 2006 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** – The 4.13 acre property is in pasture and partially wooded. The property has approximately 600 feet of frontage on the north side of Old Principal Road which is on the boundary line of McLean and De Witt County, an oil and chip road 16 feet in width. The property drains to the southwest.

**SURROUNDING ZONING AND LAND USES** - The property is surrounded by land in the A-Agriculture District. The property to the north, east and south is in crop production. The land to the west is in pasture.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 108 out of 125 points. The site assessment score was 116 out of 175 points. The total LESA score was 224 points out of 300. A score of below 225 points means the property is of low value for agricultural land protection.

**ANALYSIS OF STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

**STANDARDS FOR RECOMMENDING:**

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The subject site is sloping, partially wooded and not desirable for crop production. Mrs. Lander indicated that a dwelling had been located on the property over 30 years ago. The applicants are requesting to be allowed to delay the start of construction up to three years from County Board approval rather than one year as allowed. The applicants have children in college and it is not financially feasible to build at this time.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The property is part wooded and has not been in crop production. Nearby

property that is currently used for crop production will continue to be desirable for such.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The subject parcel is to some extent wooded, sloping and not well suited for crop production. Nearby land that is suitable for crop production will continue to be suitable for such use.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met if the Randolph Township Fire District indicates in writing that they will provide fire protection to this property. At this time, this property is not in any fire district. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has approximately 600 feet of frontage on the north side of Old Principal Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided for at the proposed entrance. The applicants have obtained an entrance permit from the Township Road Commissioner in De Witt County.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District, the land is found to be undesirable for agricultural uses, to allow the applicant three years to begin construction rather than one year that is allowed and provided written notice from the Randolph Township Fire District that fire protection will be provided before a building permit is issued.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations and to allow the applicant three years to begin construction rather than one year that is allowed and provided written notice from the Randolph Township Fire District that fire protection will be provided before a building permit is issued.

**ROLL CALL VOTE UNANIMOUS** - The roll call vote was seven members for the motion to recommend granting, none opposed and no members were absent.

Respectfully submitted this 3<sup>rd</sup> day of January 2006, McLean County Zoning Board of Appeals

Sally Rudolph

---

Chair

Sally Rudolph, Chair  
Drake Zimmerman  
David Kinsella  
James Finnigan  
Joe Elble  
Jerry Hoffman  
Michael Kuritz

FINDINGS OF FACT AND RECOMMENDATION  
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Doug Boitnott in case SU-05-26, parcel (28) 06-23-300-005. He is requesting a special use to allow a single family residence in the Agriculture District for the son of a farm owner; on property which is part of the NW ¼ of the SW ¼ of Section 23, Township 25N, Range 1E of the 3<sup>rd</sup> P.M.; and is located in White Oak Township at 22253 N 1000 East Road, Carlock.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on January 3, 2006 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** – The three acre property is vacant and is currently in crop production. The property has 250 feet of frontage on the east side of 1000E Road, an oil and chip road 18 feet in width. The property drains to the southwest.

**SURROUNDING ZONING AND LAND USES** - The property is surrounded by land in the A-Agriculture District and is surrounded by land used for crop production.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 114 out of 125 points. The site assessment score was 116 out of 175 points. The total LESA score was 230 points out of 300. A score of 225 points and above means the property is of high value for agricultural land protection.

**ANALYSIS OF STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

**STANDARDS FOR RECOMMENDING:**

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is the son of the owners of the original agriculture tract from which this property is being set aside.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The proposed dwelling for the son of the farm owners of the agricultural tract is compatible with uses in the vicinity.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The applicant is the son of the owners of the farm from which this property is set aside.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has 250 feet of frontage on the east side of 1000 East Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the proposed entrance. The applicant will need to obtain approval for a one lot subdivision.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance, provided a one lot subdivision is approved for the proposed dwelling and provided one of the initial occupants of the proposed dwelling is the applicant. The application meets one of the individual criteria for establishing a residential use in the A-Agriculture District, the applicant is the son of the owners of the farm from which the proposed lot is being set aside.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations, provided a one lot subdivision is approved for the proposed dwelling and provided one of the initial occupants of the proposed dwelling is the applicant..

**ROLL CALL VOTE UNANIMOUS** - The roll call vote was seven members for the motion to recommend granting, none opposed and no members were absent.

Respectfully submitted this 3<sup>rd</sup> day of January 2006, McLean County Zoning Board of Appeals

Sally Rudolph  
Chair

Sally Rudolph, Chair  
Drake Zimmerman  
David Kinsella  
James Finnigan  
Joe Elble  
Jerry Hoffman  
Michael Kuritz

ORDINANCE OF APPROVAL  
OF FINAL PLAT  
Mary and Dale Tolan's Subdivision, File S-05-24

WHEREAS, the Mary Frances Tolan Estate has requested a waiver from preliminary plan requirements and has filed an application for approval of a final plat for the Mary and Dale Tolan's Subdivision, file number S-05-24, and has executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, the Mary Frances Tolan Estate has subdivided one lot from its farm property that contains an existing farm dwelling; and

WHEREAS, staff recommends that a preliminary plan is unnecessary for the proposed subdivision; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said waiver and final plat and finds that they meet the said subdivision regulations; and

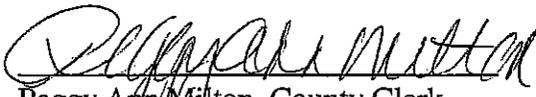
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

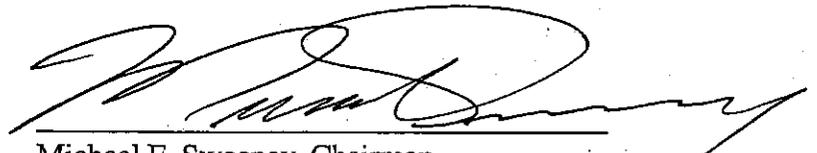
BE IT ORDAINED that the said waiver and final plat for the aforesaid Mary and Dale Tolan's Subdivision be and hereby are approved.

Adopted by the County Board of McLean County, Illinois this 17<sup>th</sup> day of January, 2006

ATTEST:

APPROVED:

  
Peggy Ann Milton, County Clerk  
McLean County, Illinois

  
Michael F. Sweeney, Chairman  
McLean County Board

McLean County Department of Building and Zoning

**SUBDIVISION STAFF REPORT**  
**LAND USE AND DEVELOPMENT COMMITTEE**

CASE NUMBER S-05-24

1. REFERENCE

- a. Meeting date: January 5, 2006
- b. Subdivider's name: Mary Frances Tolan Estate
- c. Subdivision name: Mary and Dale Tolan's Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: 2107 N 3075 East Road, Colfax
- b. Township: Lawndale Township
- c. Parcel Numbers: Part of 10-30-400-010
- d. Existing zoning: Agriculture District
- e. Applicant request: A waiver of preliminary plan requirements and a one lot final subdivision plat for the Mary and Dale Tolan's Subdivision
- f. Existing land use: Farm dwelling

3. DIMENSIONS & REVIEW:

- a. Size of Parcel: Two acres in area
- b. County Health Department: Recommends approval of the proposed subdivision plat
- c. County Highway Department: Recommends approval of the waiver of preliminary plan requirements and approval of the final plat; the Lawndale Township Road Commissioner approved the use of the existing entrance to the dwelling by signing the plat access certificate.

Staff recommends that the waiver of preliminary plan requirements and the Mary and Dale Tolan's Subdivision final plat should be approved.

Respectfully submitted,



Philip Dick, AICP, Director

ORDINANCE OF APPROVAL  
OF FINAL PLAT  
Boitnott Subdivision, File S-05-26

WHEREAS, Roger and Sherry Boitnott have requested a waiver from preliminary plan requirements and have filed an application for approval of a final plat for the Boitnott Subdivision, file number S-05-26, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, Roger and Sherry Boitnott have subdivided one lot from their farm property in order for their son and daughter in law to build a dwelling; and

WHEREAS, staff recommends that a preliminary plan is unnecessary for the proposed subdivision; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said waiver and final plat and finds that they meet the said subdivision regulations; and

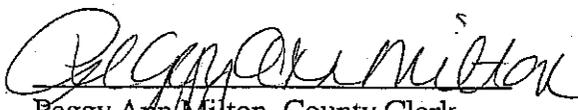
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

BE IT ORDAINED that the said waiver and final plat for the aforesaid Boitnott Subdivision be and hereby are approved.

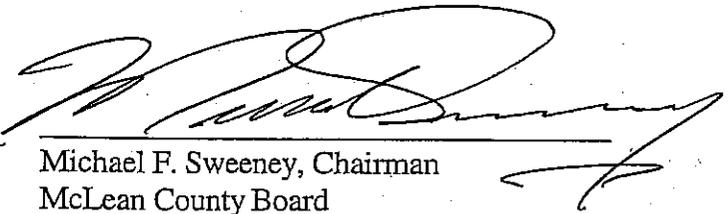
Adopted by the County Board of McLean County, Illinois this 17<sup>th</sup> day of January, 2006

ATTEST:

APPROVED:



Peggy Ann Milton, County Clerk  
McLean County, Illinois



Michael F. Sweeney, Chairman  
McLean County Board

McLean County Department of Building and Zoning

**SUBDIVISION STAFF REPORT**  
**LAND USE AND DEVELOPMENT COMMITTEE**

CASE NUMBER S-05-26

**1. REFERENCE**

- a. Meeting date: January 5, 2006
- b. Subdividers' names: Roger and Sherry Boitnott
- c. Subdivision name: Boitnott Subdivision

**2. LOCATION AND, LAND USE AND REQUEST:**

- a. Property location: 22253 N 1000 East Road, Carlock, IL 61725
- b. Township: White Oak Township
- c. Parcel Number: Part of 06-23-300-005
- d. Existing zoning: Agriculture District
- e. Applicant request: A waiver of preliminary plan requirement and a one lot final subdivision plat for the Boitnott Subdivision
- f. Existing land use: Crop production – the applicants are farm owners who propose to create this lot on which their son proposes to build a dwelling; an application for special use to allow a residence for the son of a farm owner is filed in case SU-05-26

**3. DIMENSIONS & REVIEW:**

- a. Size of Parcel: Three acres in area
- b. County Health Department: Recommends approval of the proposed subdivision plat
- c. County Highway Department: Highway Department Staff has reviewed the final plat of the Boitnott subdivision and recommends approval of the waiver of preliminary plan requirements and the final plat; the White Oak Township Road Commissioner has approved an entrance to the proposed subdivision.

Staff recommends that the waiver of preliminary plan requirements and the Boitnott Subdivision final plat should be approved.

Respectfully submitted,



Philip Dick, AICP, Director



**McLEAN COUNTY BOARD**  
(309) 888-5110 FAX (309) 888-5111  
115 E. Washington P.O. Box 2400  
Bloomington, Illinois 61702-2400

Michael F. Sweeney  
Chairman

January 12, 2006

To the Honorable Chairman and Members of the McLean County Board:

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Sheriff's Department to award the bid for uniforms and equipment to the Ray O'Herron Company, Danville, Illinois.

Funding for the purchase of uniforms and equipment was appropriated in the Fiscal Year 2006 adopted budget for the Sheriff's Department.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLean County Board

District #1 Stan Hosellon Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Bostic	District #5 B.H. "Duffy" Bass Sondra O'Connor	District #7 P.A. "Sue" Berglund Bette Rackauskas	District #9 Cathy Aharl Terry Baggett
District #2 Matt Sorensen Rick Dean	District #4 Ann Harding Duane Mass	District #6 George J. Gordon David F.W. Selzer	District #8 Paul R. Segobiano Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls



# Ray O'Herron Co., Inc.

Suppliers of Police Equipment

3549 North Vermillion Street - P.O. Box 1070

DANVILLE, ILLINOIS 61834-1070

Phones: (217) 442-0860 or (800) 223-2097

FAX (217) 443-3808

November 14, 2005

McLean County Sheriff's Department  
104 W Front Street, Room 105  
Law & Justice Center  
Bloomington IL 61702

Ref: Annual Contract Uniform & Equipment Bid  
2/1/06 - 1/31/07

Due: 12/16/2005 10 am

Attn: Lt Mark L. Bailey

Following please find our bid for uniforms, accessories and equipment. Following is the rate for all oversizing.

Blauer 4XL +30-% 5XL up +100%

Horace Small Pants: 44-50/20-22 +10% 52-54/24-26 +20% 56-60/28-30 +30%

Shirts: 18-18.5/2XL/42-44 +10% 19-19.5/3XL/46-48 +20% 20-20.5/4XL/50 +30%

Fechheimer: Pants: 44-50/20-24 +10% 52-54/26-28 +20% 56-58/30-32 +30%

Shirts: 19/3XL/Womens 48 or 37" Sleeve +30%

Coats/Jackets: 52-54/2XL +10% 56-58/3XL +20% 60/4XL +30%

Extra longs 48-52 +20% 54-56 +30%

Pro-Tuf/Werner Works: XL +10% 2XL +20% 3XL +30% Talls or longs +50%

If you have any questions, please feel free to contact me at 800-223-2097 ext 114 or by e-mail at [jdonath@oherron.com](mailto:jdonath@oherron.com).

Sincerely

Judie Donath  
Bids/Contracts

November 1, 2005

INSTRUCTIONS TO BIDDERS

Sheriff's Department Uniform & Equipment Purchases  
For The One Year Period of February 1, 2006 to January 31, 2007

Purchasers: Purchasers are the McLean County Sheriff's Department, 104 W. Front St.,  
Law & Justice Center, Room 105, Bloomington, Illinois 61702-2400.  
Contact person: Patrol Administrative Commander: Lt. Mark L. Bailey

**Mandatory Vendor Information**

Name of company submitting formal quote: RAY O'HERRON COMPANY, INC.  
Printed name of authorizing agent submitting quote: RAY O'HERRON  
Signature of authorizing agent submitting Quote: \_\_\_\_\_  
Date quote proposal submitted: \_\_\_\_\_  
Company address: 3549 N VERMILION ST, PO BOX 1070  
DANVILLE, IL 61834-1070

Company Contact Telephone Number: DAN YARA-708-710-3396 / JUDIE DONATH-1-800-223-2097 X114  
Company Contact Email Address: YARAFAMILY@AOL.COM / JDONATH@OHERRON.COM  
Company Contact FAX Number: DAN=708-532-5714 / STORE-1-(888) 223-3235

Quote Procedure: All quotes shall be prepared on quote forms supplied by the McLean County Sheriff's Department and shall be enclosed in a sealed envelope marked as follows:

**"Proposal for uniforms & equipment purchases for the McLean  
County Sheriff's Department"**

The name and address of the bidder **must** appear in the upper left hand corner of the sealed envelope. The envelope **must** be delivered to the McLean County Administrators Office, Rm 401, Government Center, 115 E. Washington Street, Bloomington, Illinois 61702, by 10:00am on Friday, December 16, 2005. This is the date and time of the bid opening.

Bids will be opened in Room 404 of the Government Center by the McLean County Auditor or her representative. Upon completion of the opening, bids will be turned over to the McLean County Sheriff's Department.

Bids will be evaluated by the Sheriff's Department personnel and a recommendation made to the Justice Committee of the McLean County Board. The County Board will act on the contract award and a successful bidder will be named.

Basis of Contract Award: The contract for the purchase of uniform items shall run from February 1, 2006 to January 31, 2007 and be in full compliance with the McLean County Competitive Bidding Procedure Policy Resolution. Bid prices are to be firm for the duration of the contract. The purchaser will obtain all items listed in the specifications from the successful bidder for the duration of the contract. Vendors must agree to sew on all shoulder patches, chevrons, cap, and badge patches (supplied by the Sheriff's Department) at no extra charge. Vendors submitting bids may provide an equivalent brand and model of uniform to the one specified if **the substituted item is at least of the same quality and value as the substituted item and is functionally the same item but from a different manufacturer.**

Vendors must agree to ship all ordered items within 21 days of receiving orders from the Sheriff's Department. If the vendor ships an incorrect item (wrong color, size, etc.) the vendor will be responsible for shipping the correct item to the Sheriff's Department as soon as notified by phone of the error. The incorrectly shipped item may be picked up at the Sheriff's Department by the vendor within 21 days of notification. If items are not picked up within the 21 days it will be assumed that the vendor does not want the items and that they may be disposed of by the McLean County Sheriff's Office in any way they see fit. Vendors must measure new officers for sizing for their clothing/equipment issue. This will be done at the Law & Justice Center in Bloomington, Illinois.

The Sheriff's Department reserves the right to inspect vendors "in-house" stock & inventory prior to a bid being awarded, to ensure that the vendor can reasonably be expected to service the account and ship items in a timely manner. **Vendors are asked to not bid on this contract if they do not have a complete inventory of these items in stock and intend to maintain this inventory for the duration of the contract. This has been a problem in the past so please save yourself the trouble and don't bid this contract if you don't have the inventory stock.**

Questions on Specifications: Bidders having questions on specifications or any portion of the bid procedure should contact Lt. Mark L. Bailey at : 309-888- 5859 Monday through Friday, 8:30a.m. to 4:30p.m. , Fax: (309) 888-5072 or e-mail: mark.bailey@mcleancountyil.gov

Vendors **do not** have to bid on all categories of this bid request to be considered for a contract with McLean County, e.g. the uniform category of the contract may go to one vendor while the miscellaneous equipment category of the contract may go to a different vendor. This way McLean County can get the best pricing for each category of product. However, we will attempt to deal with only one vendor per product category to keep our administrative ordering process streamlined and efficient. We do however reserve the right to buy any individual item at the lowest price by any vendor on any given product.

Police & Correctional Officer's Uniform Category

Brands of uniforms that may be acceptable as a substitute for those listed below include Fechheimer, Blauer, and Flying Cross. You may bid another brand as long as the substituted models & brands are approved by Lt. Bailey prior to the bid opening and they are comparable to the particular brand and model listed below. *If you substitute a brand please note that clearly so we know exactly what you propose as a substitute.*

- \$254.57 Deputy Blauer Jacket #GTX-9010-Z
- 105.47 Deputy Horace Small Convertible Jacket #2307
- 37.78 Command White S.S. Shirt Flying Cross #95R6600
- 40.96 Command White L.S. Shirt Flying Cross #45W6600
- 51.94 Deputy Pants Horace Small Pink Tan ~~#8300~~ w/Dark Brown Stripe per current design HS2136
- 47.65 StreetGear 8810 Poly Cotton Brown Trousers
- 4.52 Sam Broom Necktie in pink tan or corrections gray 18" 45015 20" 45045
- 7.68 Ballcap in deputy brown or corrections blue w/mesh
- 44.42 Midway 5-Star hat (with all accessories including cover matching pant material)
- 4.52 Replacement Midway hat accessories, silver, or gold
- 24.74 Midway hat cover in white leather material
- 15.64 Langenburg winter hat #4396 fur trooper type
- 63.62 Bates Lightweight men's shoes in clarino Model #942
- 63.62 Bates Lightweight women's shoes in clarino Model #742
- 136.43 Rocky Boots Model #8032 -1
- 21.41 Rainfair yellow raincoat #2100-8000
- 53.48 Fechheimer brown or blue windbreaker ~~#43159~~ 42159 BREEZE BENDER
- 58.88 Wooly Pully 100% wool sweater in brown or blue (Blaur Model 200) with badge tab
- 92.19 U.S. 101 Coveralls - brown or black PRO-TUF PC03-1839-SZ
- 112.84 Corrections Blauer ~~#5025~~ Convertible Jacket 6125
- 42.98 Corrections Flying Cross S.S. Shirt #97R6686
- 48.64 Corrections Flying Cross L.S. Shirt #47W6686
- 48.07 Fechheimer Corrections pants #32230
- 42.94 Deputy Flying Cross Long Sleeve Shirt #45R6694
- 27.78 Deputy Flying Cross Short Sleeve Shirt #95R6694
- 67.86 Bates Enforcer ~~4"~~ quarter boot 5" #2262
- 88.92 Bates Chukka Leather Shoe Model 78
- 316.66 Illinois State Police Style Leather Jacket Model 4415
- 70.12 ~~RW1284K~~ Yellow Raincoat 50" w/hood RW12-2548
- 122.52 Blauer Defender ~~784BK~~ raincoat 733 REVERSIBLE
- 44.15 Sentry Plus Men's LS Shirt ~~2012AR~~ HS2245
- 34.18 Sentry Plus Men's SS Shirt ~~2012AR~~ HS1245
- 36.92 Sentry Plus Women's LS Shirt ~~2005AR~~ HS1183
- 34.69 Sentry Plus Women's LS Shirt ~~2005AR~~ HS1284
- 35.63 BLAUER STREETGEAR SS BRN SHIRT 8713
- 39.74 BLAUER STREETGEAR LS BRN SHIRT 8703

**TOTAL FOR UNIFORM CATEGORY \$ 2344.16**

- 59.96 BLAUER 210 WOOLY PULLY W/BADGE TAB
- 60.11 FECHHEIMER 43150 WIND CHAMP

**SAFARILAND  
POLICE LEATHER CATEGORY**

Unless otherwise specified, all leather is clarino finish. We use Don Hume gear now with Safariland SSIII Safety Holsters. Safariland can be substituted for any category as long as it is comparable to the Don Hume item listed below. We will certainly consider other brands of equal or superior quality. Please denote exactly what brand and model you are bidding if you substitute.

	\$ <u>43.87</u>	Outer duty belt #120-FV w/buckle	94
	<u>25.74</u>	Inner velcro garrison belt #125-FV	
	<u>22.21</u>	Cuff Case - velcro	90-9
	<u>6.59</u>	Keepers that are the wide "snap" type	654-9
	<u>7.14</u>	Nightstick 1.5" ring S-505	67S
	<u>24.15</u>	Magazine Pouch #D407-V-CL	77
	<u>26.65</u>	Speedloader Pouch #D418	340
	<u>107.78</u>	Safariland SS-III Safety Holster	070
*	<u>25.13</u>	Portable Radio Carrier for Motorola MT1000 radios ("Uncle Mike" in Black Nylon)	4291
*	<u>25.13</u>	Portable Radio Carrier for Motorola XTS 5000 radios ("Uncle Mike" in Black Nylon)	4291
*	<u>25.13</u>	Portable Radio Carrier for Motorola HT 1250 radios ("Uncle Mike" in Black Nylon)	4291
*	<u>25.13</u>	Portable Radio Carrier for Motorola XTS 1500 radios ("Uncle Mike" in Black Nylon)	4291
	<u>11.61</u>	Latex Glove Pouches (to carry protective gloves)	33-9V
	<u>50.51</u>	Safariland 87V Duty Belt in Clarino w/buckle	87V
	<u>25.74</u>	Safariland #99 Inner velcro belt in Clarino	99
	<u>22.06</u>	Bianchi Model 73075 pepper holder in Clarino	38

**TOTAL FOR THE POLICE LEATHER CATEGORY \$ 474.57**

\*ADD SWIVEL \$30.13

**BIANCHI**

**POLICE LEATHER CATEGORY**

Unless otherwise specified, all leather is clarino finish, We use Don Hume gear now with Safariland SSIII Safety Holsters. Safariland can be substituted for any category as long as it is comparable to the Don Hume item listed below. We will certainly consider other brands of equal or superior quality. Please denote exactly what brand and model you are bidding if you substitute.

\$ 45.02	Outer duty belt #120-FV w/buckle	7960
21.01	Inner velcro garrison belt #125-FV	7205
22.51	Cuff Case - velcro	7900
12.37	Keepers that are the wide "snap" type	7906
8.62	Nightstick 1.5" ring S-505	7904
30.21	Magazine Pouch #D407-V-CL	7902
23.34	Speedloader Pouch #D418	7901
67.46	Safariland SS-III Safety Holster	7130
28.11	Portable Radio Carrier for Motorola MT1000 radios ("Uncle Mike" in Black Nylon)	7314S/7324
28.11	Portable Radio Carrier for Motorola XTS 5000 radios ("Uncle Mike" in Black Nylon)	
28.11	Portable Radio Carrier for Motorola HT 1250 radios ("Uncle Mike" in Black Nylon)	
28.11	Portable Radio Carrier for Motorola XTS 1500 radios ("Uncle Mike" in Black Nylon)	
20.79	Latex Glove Pouches (to carry protective gloves)	7915
45.01	Safariland 87V Duty Belt in Clarino w/buckle	7970
21.01	Safariland #99 Inner velcro belt in Clarino	7205
22.51	Bianchi Model 73075 pepper holder in Clarino	7907

**TOTAL FOR THE POLICE LEATHER CATEGORY \$ 452.30**

**DON HUME**  
**POLICE LEATHER CATEGORY**

Unless otherwise specified, all leather is clarino finish, We use Don Hume gear now with Safariland SSIII Safety Holsters. Safariland can be substituted for any category as long as it is comparable to the Don Hume item listed below. We will certainly consider other brands of equal or superior quality. Please denote exactly what brand and model you are bidding if you substitute.

\$ <u>50.48</u>	Outer duty belt #120-FV w/buckle	B120-FV	
<u>37.46</u>	Inner velcro garrison belt #125-FV	B125-FV	
<u>34.59</u>	Cuff Case - velcro	C304-V	
<u>6.59</u>	Keepers that are the wide "snap" type	S502-4	
<u>8.99</u>	Nightstick 1.5" ring S-505	S505--	
<u>35.12</u>	Magazine Pouch #D407-V-CL	D407-V-CL	
<u>28.27</u>	Speedloader Pouch #D418	SIX PACK	
<u>108.71</u>	Safariland SS-III Safety Holster	H746-SH	
<u>29.71</u>	Portable Radio Carrier for Motorola MT1000 radios ("Uncle Mike" in Black Nylon)		D. H.
<u>29.71</u>	Portable Radio Carrier for Motorola XTS 5000 radios ("Uncle Mike" in Black Nylon)		"
<u>29.71</u>	Portable Radio Carrier for Motorola HT 1250 radios ("Uncle Mike" in Black Nylon)		"
<u>29.71</u>	Portable Radio Carrier for Motorola XTS 1500 radios ("Uncle Mike" in Black Nylon)		"
<u>13.73</u>	Latex Glove Pouches (to carry protective gloves)	C321	
<u>55.94</u>	Safariland 87V Duty Belt in Clarino w/buckle	B120-FV	
<u>37.46</u>	Safariland #99 Inner velcro belt in Clarino	B125-FV	
<u>22.96</u>	Bianchi Model 73075 pepper holder in Clarino	C309	

**TOTAL FOR THE POLICE LEATHER CATEGORY \$ 558.24**

### BADGE CATEGORY

**Blackington is the only badge we will accept in this category. No substitutes here please.**

- \$ 48.40 Hat badge #B720 w/black letters, full color state shield with rhodium finish and screw post fastener
- 57.60 Same as above but in HiGlow finish
- 55.35 Shirt Badge #B1004 w/black letters, full color state shield with rhodium finish and pin back.
- 67.00 Same as above but in HiGlow finish
- 62.40 Shirt Badge #B1275 w/black letters, full color state shield with HiGlow finish and pin back ( Lieutenants )
- 78.60 Detective Badge #B736 w/black lettering, full color state seal, and clip back in HiGlow & I.D. badge case
- 16.20 Tie Tack #A3271 in either gold or silver color finish
- 14.25 Namebar #A2388 in Rhodium finish
- 18.70 Same as above but in HiGlow finish
- 16.50 "Serving Since" bar in gold or silver finish
- 20.55 Badge Cases for B1004
- 20.55 Badge Cases for B736
- 20.55 Badge Cases for B1275
- 7.75 94-G-UKFC TIE BAR

**TOTAL FOR THE BADGE CATEGORY: \$ 504.40**

**POLICE BODY ARMOR CATEGORY**

No substitutes will be accepted in this category.

~~\$475.00~~ 2nd Chance Body Armor  
SMF-II  
with SPA & K30 insert

\$60.00 Replacement 2nd Chance SPA for the above listed vest

SC TRKG #1105-02

OR,

If the above vest is not available please provide specifications and cost on a comparable vest.

**SUB TOTAL FOR POLICE BODY ARMOR**

**\$ 535.00**

**NO OVERSIZE**

MISCELLANEOUS POLICE EQUIPMENT CATEGORY

Substitutes are allowed in this category, however, as in other categories we want to know exactly what you propose to substitute--explain clearly what you are proposing to substitute & as in other categories, Lt. Bailey must be able to inspect any proposed substitutes to make certain it is of equal or better quality and value to what is listed here. This category bid will only be considered if it is a complete bid on all items – or comparable items are bid if you choose to substitute as outlined above.

- \$ 14.86 Safariland Speedloaders
- 360.00 CMI Model ~~S-02~~ PBT unit CMI S-D2 #001007
- 26.31 Peerless PSN handcuffs #4710
- 9.89 H.K.S. Speedloaders
- 187.95 Premier Crown Riot Helmet Model 700 with full riot package (RCK 700 conversion kit)
- 60.56 Replacement RCK 700 Conversion Package
- 11.90 Replacement visor w/rank band for Premier 700
- 23.80 Replacement interior liner & sizing kit for Premier 700
- 22.71 Saunders Aluminum Report Writing Board #~~AH8512~~ 10017
- 17.30 Saunders Aluminum Ticket Writing Board #~~A48102~~ 10006
- 244.86 Evidence Tape SM1000 (red tape w/black lettering -price per 24 rolls
- 3.71 3 volt Lithium Batteries #DL123A
- 304.50 Red Flares w/spikes #2730-30 minute (per gross) +HAZARDOUS FEE
- 294.00 Red Flares w/spikes #2720-20 minute (per gross) +HAZARDOUS FEE
- 25.73 Hickory 36" riot baton w/rawhide thong J0984/A5JP
- 56.19 ASP Expandable Baton Model #616-B 02211
- 59.37 ASP Expandable Baton Model #F-21-B 02411
- 63.74 ASP Expandable Baton Model #926-B 02611
- 26.25 NIK Narcotics Test Kit "G" #6077 ODV-904B \$21.55 SIRCHIE NARK2007 \$18.60
- 26.25 NIK Narcotics Test Kit "E" #6075 908 \$21.55 NARK2005 \$18.60
- 108.21 Streamlight SL-20x with DC & AC charger 26010
- 31.91 Streamlight Ni-Cad Battery stick for SL-20x 20170
- 12.87 Streamlight replacement bulb/lamp module for SL-20x 20110
- 11.36 Streamlight Charger Sleeve 22052
- 412.00 Alco-Check 3000 breath test device w/AC & DC Charger CMI S-D5 #001043K Batteries & 200 mouthpieces included
- 43.26 Mouth Pieces for SD-2 & SD-3 015035
- 60.47 Michaels of Oregon Holster #9925
- 29.71 Michaels of Oregon Holster #8820
- 29.71 Michaels of Oregon Holster #8821
- 27.58 Rondex CPR Mask #2230-2 ~~W/4500 storage box~~ #5000 DISC
- 7.04 Disposable Emergency Blanket U.S. Laminating Brand 35700

\$9.20 Rondex CPR Kit #2230-2  
DISC C.P.P. Inc. Bloodborn Pathogens kit Style #6SK (per case of 12 kits)  
per case of 10 (60" x 90")  
13.15 Def-Tec 1st Defens Pepper Mace MK III 5039CTS 1340 \$12.94  
15.49 Def-Tec 1st Defense Pepper Mace MK IV 5049 1440 \$14.50  
DISC Def-Tec 1st Defense Pepper Mace MK V  
13.15 Def-Tec 1st Defense Pepper Mace MK VI 5069  
43.11 Def-Tec 1st Defense Pepper Mace MK IX 5099 1940 \$43.47  
36.86 MSI - FEDERAL LABS 4040 PEPPER FOAM  
46.09 MSI - FEDERAL LABS 4030 PEPPER FOAM  
29.20 Outer's firearms target pasters (20 roll carton) NATIONAL PASTERS PER ROLL  
98.88 Flex-Cuf's per order of 100 (#5010)  
DISC Def-Tec Gas Mask Model 68 tactical with nylon holder  
480.00 Glock Model 21 pistol PN-21002  
485.00 Remington 870 Parkerized finish 20" barrel, rifle sights with 7 shot  
magazine capacity  
91.39 Streamlight Stinger flashlight AC75001  
21.05 Closed Top Carrier for the above listed STN-3 Clarino

**SUB TOTAL FOR MISCELLANEOUS CATEGORY \$ 4276.57**

November 1, 2005

INSTRUCTIONS TO BIDDERS

Sheriff's Department Uniform & Equipment Purchases  
For The One Year Period of February 1, 2006 to January 31, 2007

Purchasers: Purchasers are the McLean County Sheriff's Department, 104 W. Front St.,  
Law & Justice Center, Room 105, Bloomington, Illinois 61702-2400.  
Contact person: Patrol Administrative Commander: Lt. Mark L. Bailey

Mandatory Vendor Information

Name of company submitting formal quote: Galls an Aramark Company  
Printed name of authorizing agent submitting quote: Bobby MAUX  
Signature of authorizing agent submitting Quote: [Signature]  
Date quote proposal submitted: 12/15/05  
Company address: 2680 Palumbo DR Lexington, KY 40517

Company Contact Telephone Number: 800-876-4242 X2027

Company Contact Email Address: MAUX-Bobby@GALLS.com

Company Contact FAX Number: 877-914-2557

Quote Procedure: All quotes shall be prepared on quote forms supplied by the McLean County Sheriff's Department and shall be enclosed in a sealed envelope marked as follows:

**"Proposal for uniforms & equipment purchases for the McLean  
County Sheriff's Department"**

The name and address of the bidder **must** appear in the upper left hand corner of the sealed envelope. The envelope **must** be delivered to the McLean County Administrators Office, Rm 401, Government Center, 115 E. Washington Street, Bloomington, Illinois 61702, by 10:00am on Friday, December 16, 2005. This is the date and time of the bid opening.

Bids will be opened in Room 404 of the Government Center by the McLean County Auditor or her representative. Upon completion of the opening, bids will be turned over to the McLean County Sheriff's Department.

Bids will be evaluated by the Sheriff's Department personnel and a recommendation made to the Justice Committee of the McLean County Board. The County Board will act on the contract award and a successful bidder will be named.

Basis of Contract Award: The contract for the purchase of uniform items shall run from February 1, 2006 to January 31, 2007 and be in full compliance with the McLean County Competitive Bidding Procedure Policy Resolution. Bid prices are to be firm for the duration of the contract. The purchaser will obtain all items listed in the specifications from the successful bidder for the duration of the contract. Vendors must agree to sew on all shoulder patches, chevrons, cap, and badge patches (supplied by the Sheriff's Department) at no extra charge. Vendors submitting bids may provide an equivalent brand and model of uniform to the one specified if **the substituted item is at least of the same quality and value as the substituted item and is functionally the same item but from a different manufacturer.**

Vendors must agree to ship all ordered items within 21 days of receiving orders from the Sheriff's Department. If the vendor ships an incorrect item (wrong color, size, etc.) the vendor will be responsible for shipping the correct item to the Sheriff's Department as soon as notified by phone of the error. The incorrectly shipped item may be picked up at the Sheriff's Department by the vendor within 21 days of notification. If items are not picked up within the 21 days it will be assumed that the vendor does not want the items and that they may be disposed of by the McLean County Sheriff's Office in any way they see fit. Vendors must measure new officers for sizing for their clothing/equipment issue. This will be done at the Law & Justice Center in Bloomington, Illinois.

The Sheriff's Department reserves the right to inspect vendors "in-house" stock & inventory prior to a bid being awarded, to ensure that the vendor can reasonably be expected to service the account and ship items in a timely manner. **Vendors are asked to not bid on this contract if they do not have a complete inventory of these items in stock and intend to maintain this inventory for the duration of the contract. This has been a problem in the past so please save yourself the trouble and don't bid this contract if you don't have the inventory stock.**

Questions on Specifications: Bidders having questions on specifications or any portion of the bid procedure should contact Lt. Mark L. Bailey at : 309-888- 5859 Monday through Friday, 8:30a.m. to 4:30p.m. , Fax: (309) 888-5072 or e-mail: mark.bailey@mcleancountyil.gov

Vendors **do not** have to bid on all categories of this bid request to be considered for a contract with McLean County, e.g. the uniform category of the contract may go to one vendor while the miscellaneous equipment category of the contract may go to a different vendor. This way McLean County can get the best pricing for each category of product. However, we will attempt to deal with only one vendor per product category to keep our administrative ordering process streamlined and efficient. We do however reserve the right to buy any individual item at the lowest price by any vendor on any given product.

Police & Correctional Officer's Uniform Category

Brands of uniforms that may be acceptable as a substitute for those listed below include Fechheimer, Blauer, and Flying Cross. You may bid another brand as long as the substituted models & brands are approved by Lt. Bailey prior to the bid opening and they are comparable to the particular brand and model listed below. *If you substitute a brand please note that clearly so we know exactly what you propose as a substitute.*

- \$ 159.99 Deputy Blauer Jacket #GTX-9010-Z
- \_\_\_\_\_ Deputy Horace Small Convertible Jacket #2307
- 35.50 Command White S.S. Shirt Flying Cross #95R6600
- 41.50 Command White L.S. Shirt Flying Cross #45W6600
- 72.50 Deputy Pants Horace Small Pink Tan #8300 w/Dark Brown Stripe per current design
- 41.50 StreetGear 8810 Poly Cotton Brown Trousers
- 2.50 Sam Broom Necktie in pink tan or corrections gray
- 5.25 Ballcap in deputy brown or corrections blue w/mesh
- \_\_\_\_\_ Midway 5-Star hat (with all accessories including cover matching pant material)
- \_\_\_\_\_ Replacement Midway hat accessories, silver, or gold
- \_\_\_\_\_ Midway hat cover in white leather material
- \_\_\_\_\_ Langenburg winter hat #4396 fur trooper type
- 72.50 Bates Lightweight men's shoes in clarino Model #942
- 65.50 Bates Lightweight women's shoes in clarino Model #742
- 150.25 Rocky Boots Model #8032
- \_\_\_\_\_ Rainfair yellow raincoat #2100-8000
- \_\_\_\_\_ Fechheimer brown or blue windbreaker #43159
- \_\_\_\_\_ Wooly Pully 100% wool sweater in brown or blue (Blaur Model 200) with badge tab
- \_\_\_\_\_ U.S. 101 Coveralls - brown or black
- \_\_\_\_\_ Corrections Blauer #6025 Convertible Jacket
- 35.50 Corrections Flying Cross S.S. Shirt #97R6686
- 41.50 Corrections Flying Cross L.S. Shirt #47W6686
- \_\_\_\_\_ Fechheimer Corrections pants #32230
- \_\_\_\_\_ Deputy Flying Cross Long Sleeve Shirt #45R6694
- 35.50 Deputy Flying Cross Short Sleeve Shirt #95R6694
- \_\_\_\_\_ Bates Enforcer 4" quarter boot
- \_\_\_\_\_ Bates Chukka Leather Shoe Model 78
- \_\_\_\_\_ Illinois State Police Style Leather Jacket Model 4415
- \_\_\_\_\_ RW1684L Yellow Raincoat 50" w/hood
- \_\_\_\_\_ Blauer Defender 734BR raincoat
- \_\_\_\_\_ Sentry Plus Men's LS Shirt Z919AP
- \_\_\_\_\_ Sentry Plus Men's SS Shirt Z959AP
- \_\_\_\_\_ Sentry Plus Women's LS Shirt Z905AP
- \_\_\_\_\_ Sentry Plus Women's LS Shirt Z975AP

TOTAL FOR UNIFORM CATEGORY \$ \_\_\_\_\_

### POLICE LEATHER CATEGORY

Unless otherwise specified, all leather is clarino finish, We use Don Hume gear now with Safariland SSIII Safety Holsters. Safariland can be substituted for any category as long as it is comparable to the Don Hume item listed below. We will certainly consider other brands of equal or superior quality. Please denote exactly what brand and model you are bidding if you substitute.

- \$ 29.50 Outer duty belt #120-FV w/buckle
- 18.50 Inner velcro garrison belt #125-FV
- \_\_\_\_\_ Cuff Case - velcro
- 10.25 Keepers that are the wide "snap" type
- 6.99 Nightstick 1.5" ring S-505
- 34.75 Magazine Pouch #D407-V-CL
- \_\_\_\_\_ Speedloader Pouch #D418
- \_\_\_\_\_ Safariland SS-III Safety Holster
- 26.99 Portable Radio Carrier for Motorola MT1000 radios ("Uncle Mike" in Black Nylon)
- 26.99 Portable Radio Carrier for Motorola XTS 5000 radios ("Uncle Mike" in Black Nylon)
- 26.99 Portable Radio Carrier for Motorola HT 1250 radios ("Uncle Mike" in Black Nylon)
- 26.99 Portable Radio Carrier for Motorola XTS 1500 radios ("Uncle Mike" in Black Nylon)
- 14.50 Latex Glove Pouches (to carry protective gloves)
- 48.99 Safariland 87V Duty Belt in Clarino w/buckle
- 18.50 Safariland #99 Inner velcro belt in Clarino
- \_\_\_\_\_ Bianchi Model 73075 pepper holder in Clarino

**TOTAL FOR THE POLICE LEATHER CATEGORY \$ \_\_\_\_\_**

### BADGE CATEGORY

**Blackington is the only badge we will accept in this category. No substitutes here please.**

- \$ 30.49 Hat badge #B720 w/black letters, full color state shield with rhodium finish and screw post fastener
- 66.49 Same as above but in HiGlow finish
- 56.49 Shirt Badge #B1004 w/black letters, full color state shield with rhodium finish and pin back.
- 89.49 Same as above but in HiGlow finish
- 66.49 Shirt Badge #B1275 w/black letters, full color state shield with HiGlow finish and pin back ( Lieutenants )
- 89.49 Detective Badge #B736 w/black lettering, full color state seal, and clip back in HiGlow & I.D. badge case
- 12.50 Tie Tack #A3271 in either gold or silver color finish
- 10.50 Namebar #A2388 in Rhodium finish
- 15.50 Same as above but in HiGlow finish
- 6.25 "Serving Since" bar in gold or silver finish
- 20.50 Badge Cases for B1004
- 20.50 Badge Cases for B736
- 20.50 Badge Cases for B1275

**TOTAL FOR THE BADGE CATEGORY: \$ \_\_\_\_\_**

**POLICE BODY ARMOR CATEGORY**

No substitutes will be accepted in this category.

394.00 2nd Chance Body Armor  
SMF-II  
with SPA & K30 insert

55.50 Replacement 2nd Chance SPA for the above listed vest

OR,

**If the above vest is not available please provide specifications and cost on a comparable vest.**

**SUB TOTAL FOR POLICE BODY ARMOR** \$ \_\_\_\_\_

### MISCELLANEOUS POLICE EQUIPMENT CATEGORY

Substitutes are allowed in this category, however, as in other categories we want to know exactly what you propose to substitute--explain clearly what you are proposing to substitute & as in other categories, Lt. Bailey must be able to inspect any proposed substitutes to make certain it is of equal or better quality and value to what is listed here. This category bid will only be considered if it is a complete bid on all items - or comparable items are bid if you choose to substitute as outlined above.

- \$ \_\_\_\_\_ Safariland Speedloaders
- \_\_\_\_\_ CMI Model S-02 PBT unit
- \_\_\_\_\_ Peerless PSN handcuffs
- \_\_\_\_\_ H.K.S. Speedloaders
- \_\_\_\_\_ Premier Crown Riot Helmet Model 700 with full riot package  
(RCK 700 conversion kit)
- \_\_\_\_\_ Replacement RCK 700 Conversion Package
- \_\_\_\_\_ Replacement visor w/rank band for Premier 700
- \_\_\_\_\_ Replacement interior liner & sizing kit for Premier 700
- \_\_\_\_\_ Saunders Aluminum Report Writing Board #AH8512
- \_\_\_\_\_ Saunders Aluminum Ticket Writing Board #A48102
- \_\_\_\_\_ Evidence Tape SM1000 (red tape w/black lettering -price per 24 rolls
- \_\_\_\_\_ 3 volt Lithium Batteries #DL123A
- \_\_\_\_\_ Red Flares w/spikes #2730-30 minute (per gross)
- \_\_\_\_\_ Red Flares w/spikes #2720-20 minute (per gross)
- \_\_\_\_\_ Hickory 36" riot baton w/rawhide thong
- \_\_\_\_\_ ASP Expandable Baton Model #616-B
- \_\_\_\_\_ ASP Expandable Baton Model #F-21-B
- \_\_\_\_\_ ASP Expandable Baton Model #926-B
- \_\_\_\_\_ NIK Narcotics Test Kit "G" #6077
- \_\_\_\_\_ NIK Narcotics Test Kit "E" #6075
- \_\_\_\_\_ Streamlight SL-20x with DC & AC charger
- \_\_\_\_\_ Streamlight Ni-Cad Battery stick for SL-20x
- \_\_\_\_\_ Streamlight replacement bulb/lamp module for SL-20x
- \_\_\_\_\_ Streamlight Charger Sleeve
- \_\_\_\_\_ Alco-Check 3000 breath test device w/AC & DC Charger  
Batteries & 200 mouthpieces included
- \_\_\_\_\_ Mouth Pieces for SD-2 & SD-3
- \_\_\_\_\_ Michaels of Oregon Holster #9925
- \_\_\_\_\_ Michaels of Oregon Holster #8820
- \_\_\_\_\_ Michaels of Oregon Holster #8821
- \_\_\_\_\_ Rondex CPR Mask #2230-2 w/ #5000 storage kit
- \_\_\_\_\_ Disposable Emergency Blanket U.S. Laminating Brand

- \_\_\_\_\_ Rondex CPR Kit #2230-2
- \_\_\_\_\_ C.P.P. Inc. Bloodborn Pathogens kit Style #6SK (per case of 12 kits)  
per case of 10 (60" x 90")
- \_\_\_\_\_ Def-Tec 1st Defens Pepper Mace MK III
- \_\_\_\_\_ Def-Tec 1st Defense Pepper Mace MK IV
- \_\_\_\_\_ Def-Tec 1st Defense Pepper Mace MK V
- \_\_\_\_\_ Def-Tec 1st Defense Pepper Mace MK VI
- \_\_\_\_\_ Def-Tec 1st Defense Pepper Mace MK IX
- \_\_\_\_\_ MSI - FEDERAL LABS 4040 PEPPER FOAM
- \_\_\_\_\_ MSI - FEDERAL LABS 4030 PEPPER FOAM
- \_\_\_\_\_ Outer's firearms target pasters (20 roll carton)
- \_\_\_\_\_ Flex-Cuf's per order of 100 (#5010)
- \_\_\_\_\_ Def-Tec Gas Mask Model 68 tactical with nylon holder
- \_\_\_\_\_ Glock Model 21 pistol
- \_\_\_\_\_ Remington 870 Parkerized finish 20" barrel, rifle sights with 7 shot  
magazine capacity
- \_\_\_\_\_ Streamlight Stinger flashlight AC75001
- \_\_\_\_\_ Closed Top Carrier for the above listed STN-3 Clarino

**SUB TOTAL FOR MISCELLANEOUS CATEGORY \$ \_\_\_\_\_**

Pursuant to Section 17.55-1, Competitive Bidding Procedure of the Purchasing Policy resolution, the County Board shall award or reject bids as so stated in the policy.

Bids sent to:

**Galls Incorporated**  
Attn: Kendi Kiogora  
2680 Palumbo Drive  
Lexington, Kentucky 40509

**Harris Uniforms**  
1025 N. Sheridan Rd.  
Peoria, Illinois 61606

**Ray O'Herron Co. Inc**  
Attn: Larry Fredericks  
3549 N. Vermilion  
P.O. Box 1070  
Danville, Illinois 61834-1070



**McLEAN COUNTY BOARD**  
 (309) 888-5110 FAX (309) 888-5111  
 115 E. Washington P.O. Box 2400  
 Bloomington, Illinois 61702-2400

Michael F. Sweeney  
 Chairman

January 12, 2006

To the Honorable Chairman and Members of the McLean County Board:

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the bid award for the purchase of vehicles for the Sheriff's Department as follows:

Four (4) Chevrolet Impala 9C1 Police Interceptors to be purchased from Rogers Chevrolet;

One (1) Chevrolet Impala 9C3 Police Interceptor to be purchased from Rogers Chevrolet;

One (1) Dodge Grand Caravan SE minivans to be purchased from Bob Ridings Dodge.

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the bid award for the purchase of a vehicle for the Juvenile Detention Center as follows:

One (1) Dodge Grand Caravan SE minivans to be purchased from Bob Ridings Dodge.

Pursuant to the Resolution Establishing the Budget Policy for Fiscal Year 2006, funds for the purchase of vehicles for the Sheriff's Department and the Juvenile Detention Center were approved in the Fiscal Year 2006 adopted budget of the County Board.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLEAN COUNTY BOARD

District #1 Stan Hosellon Don J. Cavallini	District #3 Michael F. Sweeney Diene R. Bostic	District #5 B.H. "Duffy" Bass Sondra O'Connor	District #7 P.A. "Sue" Berglund Bette Rackauskas	District #9 Cathy Ahari Terry Baggelt
District #2 Matt Sorensen Rick Dean	District #4 Ann Harding Duane Mass	District #6 George J. Gordon David F.W. Seizer	District #8 Paul R. Segobiano Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls

It is my recommendation that we purchase four Chevrolet 9C1 Impalas from Rogers Chevrolet at a price of \$16,973.83 \*\*\*each.

It is my recommendation that we purchase one Chevrolet 9C3 Impala from Rogers Chevrolet at a price of \$16,637.32 .

It is my recommendation that we purchase two Dodge Grand Caravan SE mini vans from Bob Ridings Inc. at a price of \$16,150.00 each.

Total purchase price for seven vehicles:	\$116,832.64
Less trade in value	\$ 12,300.00
Total price	<b>\$104,532.64</b>

\*\*\* This number represents \$8.00 per vehicle more than the actual bid. The reasoning for this increase for marked cars only is for a rubber floor instead of a carpeted floor with mats. Rubber flooring in the marked cars makes for easier maintenance; its ease of clean up as well as routine (mechanical and electrical) installations within the passenger compartment. Historically, rubber flooring has held up much better than carpet. The up cost for the rubber flooring is only \$8.00 per car, but the heavy duty slush mats ( front only ) is \$70.00 per car. I'm confident that aftermarket heavy duty mats can be purchased much cheaper, as much as 50% to 70% less.

# '06 Vehicle Bids

## NEW SQUAD PRICES

Rogers Chevrolet  
2006 Chevrolet Impala 9C1 Interceptor (marked) \$16,973.83  
2006 Chevrolet Impala 9C3 (unmarked) \$16,637.32

Roanoke Motor Company  
2006 Dodge Caravan SE ( mini van ) \$16,213.00

Dennison Ford Ford  
2006 Ford Crown Victoria P.I. ( marked )\*\* \$20,116.00

2006 Ford Crown Victoria P.I. ( unmarked ) \*\* \$19,996.00

2006 Ford Taurus ( unmarked ) \$13,995.00

2006 Ford Freestar SE ( mini van ) \$17,799.00

Miles Chevrolet (State bid )  
2006 Chevrolet Impala C91 Interceptor ( marked ) \$17,896.61

Bob Ridings (State Bid)  
2006 Dodge Grand Caravan SE \$16,150.00

\*\* Crown Victoria does not meet bid specs.

# '06 Vehicle Bids

## TRADES

### Rogers Chevrolet & Roanoke Motors

M-2 98 CV \$2,000	M-5 99 CV \$1,800	M-6 98 CV \$1,800	M-7 00 CV \$2,000	M-15 07 CI \$2,000	M-20 99 CV \$2,000	M-21 00 Exp \$2,500	M-25 04 CI \$2,000	M-26 04 CI \$2,000	M-28 04 CI \$2,000	Coroner 98 CV \$1,800
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shaded vehicles to be traded

### Bob Ridings

M-2 98 CV \$1,300	M-5 99 CV	M-6 98 CV \$1,000	M-7 00 CV	M-18 04 CI \$2,000	M-20 99 CV \$1,900	M-21 00 Exp \$2,200	M-25 04 CI \$2,000	M-26 04 CI \$2,000	M-28 04 CI \$2,000	Vehicle totaled
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shaded vehicles to be traded

### Miles Chevrolet

M-2 98 CV \$1,000	M-5 99 CV \$1,500	M-6 98 CV \$1,000	M-7 00 CV \$2,300	M-18 04 CI \$2,000	M-20 99 CV \$1,500	M-21 00 Exp \$2,200	M-25 04 CI \$1,800	M-26 04 CI \$1,500	M-28 04 CI \$2,100	Coroner 98 CV \$1,200
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### Dennison Ford

M-2 98 CV \$1,400	M-5 99 CV \$1,500	M-6 98 CV \$1,000	M-7 00 CV \$2,000	M-18 04 CI \$4,000	M-20 99 CV \$1,700	M-21 00 Exp \$3,000	M-25 04 CI \$4,000	M-26 04 CI \$4,000	M-28 04 CI \$4,000	Coroner 98 CV \$1,000
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CHAPTER 21 - ANIMALS

21.11 SUPERVISION OF ANIMAL CONTROL

21.11-1 The McLean County Board of Health shall supervise and oversee all personnel, operations, maintenance and safe upkeep of the McLean County Animal Control Department beginning January 1, 1984, except that any capital improvement to the Animal shelter \$2,500 and over shall be by the appropriate County Board committee as outlined in the Rules of the County Board adopted August 16, 1983.

21.11-2 Annual Financial Subsidation for the McLean County Animal Control Department shall be budgeted from the McLean County Health Fund by the Board of Health beginning January 1, 1984, subject to the approval of the County Board.

21.11-3 Should the McLean County Board of Health deem it necessary to propose, change, amend or alter this Ordinance as it pertains to the Registration of Dogs, to the Control of Dogs Running at Large; or to the Disposal and Euthanization of Dogs and Cats, it shall advise the McLean County Board in writing and seek approval prior to implementation.

Adopted: 15 November 1983. 55 ILCS 5/5-2500 et.seq.. Formerly Ill. Rev. St., Ch. 111-1/2, Sec. 20 c 13

21.15 DEFINITIONS. For the purposes of this Chapter, the terms defined in this Section shall have the meanings given them.

Agent - means any person licensed to practice veterinary medicine in the State of Illinois who maintains a current Service Agreement with the McLean County Board of Health. (Added 6-19-84)

Animal - means any cat or dog.

Animal Shelter - means the McLean County Animal Shelter.

Cat - means all members of the family felidae which have attained the age of six (6) months or more. (Amended 12-16-86)

Dog - means all members of the family canidae, which have attained the age of more than four (4) months.

Dog running at large - means any dog which is unattended, unrestrained, or uncontrolled, and is strolling about without constraint or confinement or is wandering, roving or rambling about at will.

Euthanization - The act or practice of painlessly putting to death dogs, puppies, cats, and kittens. (Amended 09-20-94)

Kennel - means an establishment, other than a pound or animal shelter, operated by a person licensed by the State of Illinois as a kennel operator. (Added 6-19-84)

Kitten - All members of the family felidae cats which have not yet attained the age of six months. (Amended 12-16-86)

Litter - The offspring at one birth of a multiparous dog or cat comprised of two or more kittens or puppies. (Added 09-20-94)

Owner - means any person having a right of property in an animal or who keeps or harbors an animal or who has it in his or her care, or acts as its custodian, or who knowingly permits an animal to remain on or about any premise occupied by him or her.

Person - means any person, firm, corporation, partnership, society, association or other legal entity, or any public or private institution of the State of Illinois, municipal corporation or political subdivision of the State, or any other business unit.

Puppy - All members of the family canidae which have not yet attained the age of four months. (Amended 6-19-84)

Service Agreement - means the written agreement between the McLean County Board of Health and an agent for the spaying, neutering and vaccination of animals adopted from the McLean County Animal Shelter. (Added 6-19-84, Amended 01-21-86)

Subdivided area - means any area of land for which a subdivision plat has been recorded in the Office of the Recorder of Deeds, County Recorder of McLean County, Illinois, including all the area within the boundaries of said plat.

Surrender of Ownership - The release of ownership of a dog, puppy, cat or kitten, by its owner to the McLean County Animal Control Center. (Added 09-20-94)

## 21.22 REGISTRATION OF DOGS

21.22-1 Every person residing in McLean County who is the owner of a dog shall register said dog with the County of McLean. (Amended 6-19-84)

21.22-2 The registration fee shall be based on the following schedule:

(A) The annual registration fee for a dog with a one year vaccination shall be nine dollars (\$9.00). The three year registration fee for a dog with a three year vaccination shall be \$25.00. (Amended 06-19-84, 09-17-85, 12-20-88, 10-19-93, 01-01-03, 12-14-05)

(B) The fee for dogs registered within 30 days after a failure to register notice has been sent shall be an additional six dollars (\$6.00) for a total of fifteen dollars (\$15.00) for the one year vaccination and thirty-one dollars (\$31.00) for the three year vaccination/registration. (Amended 01-21-86, 12-20-88, 10-19-93, 12-14-05)

(C) The fee for dogs registered within 30 days after a second failure to register notice has been sent shall be an additional twenty-six dollars (\$26.00) for a total of thirty-five dollars (\$35.00) for the one year vaccination and fifty-one (\$51.00) for the three year vaccination/registration. (Amended 01-21-86, 12-20-88, 10-19-93, 12-14-05)

The fee charged for the registration of dogs shall be paid at the McLean County Health Department, McLean County Animal Shelter, or at offices designated by the McLean County Health Department as Agents for registration and collection of fees. (Amended 01-21-86, 12-20-88)

21.22-3 Every owner of a dog which is inoculated against rabies in the County of McLean shall be issued a rabies inoculation tag at a fee based upon the cost of issuance: one dollar (\$1.00) per tag upon issue by the County Treasurer and no charge per tag issued by agents. Replacement tags will be issued at McLean County Health Department at a fee of two dollars (\$2.00) per tag. (Amended 1-21-86, 12-13-05)

21.22-4 If the ownership of a dog changes, the following apply:

(A) Dogs shall be registered anew within thirty (30) days of a change in ownership.

(B) No additional fee shall be charged to a new owner for the registration of a dog which has been previously registered during the course of the same calendar year.

(C) Change of ownership may be proven by a bill of sale and/or evidence of the previous registration.

## 21.23 EXEMPTIONS

### 21.23-1 Dogs confined in kennels:

(A) Any dog confined in a kennel at all times shall be exempt from individual registration.

(B) The owner of said kennel shall pay an annual registration fee of one hundred twenty-five dollars (\$125.00).  
(Amended 1-21-86, 10-2-00)

(C) Said registration fee shall be payable as hereinbefore provided in this Ordinance.

21.23-2 No registration fee shall be assessed to those owners who are physically impaired and use their dog as a guide dog.

21.24 PENALTY. Any person found in violation of any of the provisions of this Ordinance regarding the registration of dogs shall be guilty of a petty offense for the first or second offense and shall be fined not less than twenty five dollars (\$25.00) nor more than two hundred dollars (\$200.00), and for a third and subsequent offense, is guilty of a Class C misdemeanor, punishable by a fine of not more than five hundred dollars (\$500.00) or imprisonment of not more than thirty (30) days or both. (Amended 6-19-84)

Adopted: 18 March 1982. Amended 6-19-84, 9-17-85, 1-21-86, 12-20-88, 10-19-93  
510 ILCS 5/1

## 21.36 THE CONTROL OF DOGS RUNNING AT LARGE

21.36-1 DOGS RUNNING AT LARGE. It shall be unlawful for any person to permit a dog to run at large in any unincorporated area of this County which has been subdivided for residence purposes.

## 21.37 ENFORCEMENT

21.37-1 It shall be the duty of the Animal Control Administrator to enforce all provisions of this Ordinance pursuant to his authority under 510 ILCS 5/1 et.seq.

21.37-2 The Sheriff of McLean County is hereby authorized, empowered, and ordered to exercise all powers and duties necessary or related to the implementation, execution, and enforcement of the provisions of this Ordinance.

## 21.38 PENALTIES

21.38-1 Any person found in violation of any provision of this Ordinance regarding dogs running at large shall be subject to a fine not to exceed fifty dollars (\$50.00) for any one offense.

21.38-2 A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

21.38-3 Said fines shall be used for animal control and to otherwise effectuate the intent and purpose of this Ordinance.

21.39 NON-INTENT TO CONFLICT. Nothing in this Ordinance shall be taken or interpreted to be inconsistent with the duties and responsibilities imposed upon the Animal Control Administrator by the Animal Control Act.

21.40 COMPLAINTS. The Animal Control Administrator, the State's Attorney, or any citizen of this County may verify a complaint in the name of the County for violations of this Ordinance.

Adopted this 18th day of March, 1982. 55 ILCS 1071; 510 ILCS 5/1

21.50 RECLAMATION AND ADOPTION OF ANIMALS FROM THE MCLEAN COUNTY ANIMAL CONTROL FACILITY

21.52 RECLAMATION. When an animal has been impounded by the Animal Control Administrator, he shall give notice of not less than seven (7) days to the owner, if known. If the owner does not reclaim the animal within such seven (7) day period, the animal may be adopted by another person, or humanely dispatched in accordance with applicable laws. If the owner is not known through the display of McLean County rabies vaccination tag, or other form of identification, the animal may be humanely dispatched in accordance with applicable laws following a three (3) day holding period, unless in the judgment of the Animal Control Administrator, or by court order, said stray animal should be destroyed sooner for humane reasons or reasons of health and safety. (Amended 12-16-86, 12-20-88)

21.53 RECLAMATION FEES. The following fees for reclamation of an animal shall be paid before the animal is released: (Amended 12-16-86, 12-20-88, 10-19-93, 2/1/04)

\$30.00 For owner reclamation of the animal; and

\$10.00 Additional boarding charge for each day or part of a day the animal is impounded; and,

\$ 8.00 Additionally, for a rabies vaccination deposit if an impounded dog has not been currently vaccinated; and,

\$ 9.00 Additionally, if a dog is not currently registered in McLean County; and,

\$40.00 Additionally, for a Microchipping Deposit; and,

\$20.00 Additionally, per occurrence, for each prior incident of impoundment of any animal owned by a person owning, or having owned, any animals impounded two (2) or more times during a calendar year.

21.54 ADOPTION. After an animal has been impounded by the Animal Control Administrator and has not been reclaimed, the animal may be adopted by another person following the holding period described in Section 21.52. Prior to adoption, the animal must be rendered incapable of reproduction by spaying or neutering, or the person adopting the animal shall enter into an agreement to have such service done within a specified period of time, not to exceed six (6) months, unless otherwise recommended by a licensed veterinarian. If the person adopting the animal fails to have said animal spayed or neutered within the specified period of time, the Animal Control Administrator has the right to seize the animal and retain all adoption fees paid. (Amended 12-20-88)

21.55 ADOPTION FEES. The following fees for adoption of an animal shall be paid before the animal is released: (Amended 12-16-86, 12-20-88, 10-19-93, 01-01-03, 2/1/04)

	<u>DOGS</u>	<u>CATS</u>
Boarding (Adoption Fee)	\$10.00	\$10.00
Registration	9.00	---
Vaccination Deposit	8.00	8.00
Neuter Deposit	35.00	35.00
Microchipping Deposit	<u>40.00</u>	<u>40.00</u>
Total Fee	\$102.00	\$93.00

Adopted: 19 June 1984. Amended: December 16, 1986; December 20, 1988  
510 ILCS 5/1 et. seq.

21.60 THE DISPOSAL AND EUTHANIZATION OF DOGS AND CATS

21.62 PROCEDURE FOR DISPOSAL OF DEAD DOGS AND CATS

21.62-1 Every person residing in McLean County who is the owner of a dead dog, puppy, cat or kitten who desires to have said animal disposed of may deliver said animal to the McLean County Animal Shelter.

21.62-2 Said person shall sign a release form permitting the licensed veterinarian for the County of McLean to dispose of said animal.

21.62-3 The disposal fee for a dog shall be \$35.00. The disposal fee for a puppy shall \$15.00. The disposal fee for a cat shall be \$15.00. The disposal fee for a kitten shall be \$10.00. (Amended 06-19-84)

## 21.63 PROCEDURE FOR EUTHANIZATION AND DISPOSAL OF LIVE DOGS AND CATS

21.63-1 Every person residing in McLean County who is the owner of a live dog, puppy, cat or kitten who desires to surrender ownership or to have said animal euthanized and disposed of may deliver said animal to the McLean County Animal Shelter. (Amended 06-19-84, 09-20-94)

21.63-2 Said person shall sign a release form permitting the County of McLean to seek adoption or euthanization and disposal of said dog, puppy, cat or kitten. (Amended 06-19-84, 09-20-94)

21.63-3 The euthanization and disposal fee for a dog shall be seventy dollars (\$70.00). The euthanization and disposal fee for a puppy shall be thirty dollars (\$30.00). The euthanization and disposal fee for a cat shall thirty dollars (\$30.00). The euthanization and disposal fee for a kitten shall be twenty dollars (\$20.00). The surrender fee for a dog or cat shall be five dollars (\$5.00). The surrender fee for a puppy or a litter of puppies shall be five dollars (\$5.00). The surrender fee for a kitten or litter of kittens shall be five dollars (\$5.00) (Amended 06-19-84, 09-20-94, 1-1-95)

21.63-4 A bite impoundment fee for an animal held subsequent to a bite investigation at the Animal Control Center, shall be twenty dollars (\$20.00) a day.

21.63-5 A specimen preparation fee for a non-vaccinated animal that is surrendered to Animal Control pursuant to a bite investigation shall be twenty-five dollars (\$25.00)

Adopted: 20 September 1983, Amended June 19, 1984; December 16, 1986; September 20, 1994; January 1, 1995  
510 ILCS 5/1 et.seq.

21.70 SEVERABILITY. The sections, subsections, paragraphs and provisions of this Ordinance shall be deemed severable and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

21.71 REPEAL. All other Ordinance and Resolutions in conflict with this Ordinance or any of the provisions thereof are hereby repealed.

21.72 EFFECTIVE DATE. This Ordinance shall take effect and be in full force upon its adoption by the McLean County Board as provided by law.

Revised 12/14/05

U:AC\CH\_21.DRF Revision 2000 12-14-05 Version



**McLEAN COUNTY BOARD**

(309) 888-5110 FAX (309) 888-5111  
115 E. Washington P.O. Box 2400  
Bloomington, Illinois 61702-2400

Michael F. Sweeney  
Chairman

January 12, 2006

To the Honorable Chairman and Members of the McLean County Board:

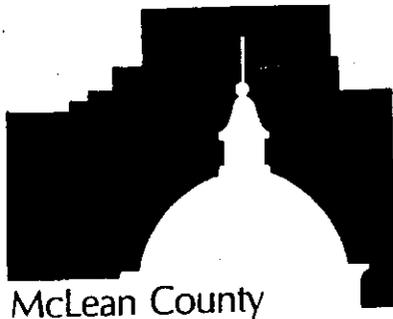
Your FINANCE COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Health Department to schedule an Employee Health and Fitness Fair on Wednesday, May 24, 2006 to be held in the Board Conference Room of the Health Department Building, Additional employee health screenings would be scheduled at the County Highway Department, Regional Office of Education, and the Law and Justice Center.

Your FINANCE COMMITTEE further recommends that the amount of \$20,635.00 be set aside in the Employee Benefit Fund for the costs for the employee screenings, health risk assessments and incentives to encourage County employees to participate in the Employee Health Fair and in the other activities and events planned during the Employee Health and Fitness Month.

Respectfully submitted,

The FINANCE COMMITTEE of the McLean County Board

District #1 Stan Hoselton Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Bostic	District #5 B.H. "Duffy" Bass Sondra O'Connor	District #7 P.A. "Sue" Berglund Bette Rackauskas	District #9 Cathy Ahart Terry Baggett
District #2 Matt Sorensen Rick Dean	District #4 Ann Harding Duane Mass	District #6 George J. Gordon David F.W. Selzer	District #8 Paul R. Segobiano Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls



McLean County

Health Department

200 W. Front St. Room 304 Bloomington, Illinois 61701 (309) 888-5450

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### MEMORANDUM

TO: Honorable Members McLean County Board Finance Committee

FROM: Jan Morris, Health Promotion Program Manager

DATE: January 3, 2006

RE: Proposed County Wellness Plan and Ninth Annual Health Fair

The health promotion and assessment section of the Health Department is proposing to continue the McLean County Employee Wellness Program for the ninth year. The recommended plan would include the annual Employee Wellness Fair, cardiovascular and cancer screenings, and a variety of wellness activities addressing cancer and cardiovascular risks. An on-going employee wellness program will increase health awareness, increase productivity, improve the overall health of the work force, and demonstrate the County's commitment to employee wellbeing. Research shows that having a healthier workforce reduces the increase in rising healthcare costs, absenteeism and premature retirement.

As stated within the text of the attached report, the recommended intervention strategies for the entire workplace population included coronary and cancer risk reduction, management of cholesterol levels, weight management, fitness, and better nutrition. Several potentially serious health problems were detected in past screenings. The total cost to the County's Employee Benefit Fund in 2005 was less than \$19,000. Left undetected, heart disease, stroke, or cancer could cost the County considerably more in treatment costs. It is our goal that the 2006 wellness program, "Good Health is Always in Season" will involve more than 450 employees in one or all of the activities.

# Employee Screening Report 2005

PRESENTED TO:

Honorable Members of McLean County Board Finance Committee

By:

Jan Morris, Health Promotion Program Manager

## McLean County Employee Wellness Screenings

The McLean County Employee Wellness program began in 1998 as a way to inspire employees to adopt healthy lifestyle changes and decrease illnesses and health care costs. This program involving health screenings, a wellness fair, and a variety of wellness activities is supported by McLean County government and coordinated through the Health Promotion and Assessment Section of the McLean County Health Department.

We are all cognizant that health care benefits represent a substantial amount of employer expenses and that costs *continue* to accelerate. Research shows that the United States spends more on health care than any country in the world. And for many businesses, health insurance is the second highest expense following salaries for employees. **Review of McLean County employee medical claims exceeding \$10,000 from January 1, 2003 through October 2, 2005 revealed that \$1,060,266 was spent on medical costs and at least \$300,000 was spent on claims directly contributable to cardiovascular and cancer related conditions.** Many causes of those health care claims can be prevented or addressed with early detection and intervention. As an employer, we have the capability to influence health care costs and stem rising premium rates. Prevention efforts to eliminate at least 20% of the direct and indirect cause of these chronic diseases would essentially pay for yearly costs of the employee wellness program in just 2 months.

The number of McLean County employees being screened annually has risen dramatically since the inception of the program in 1998 and the number of employees benefiting from ongoing wellness activities continues to climb. During 2005, approximately 425 people participated in one or more of the activities within the overall wellness programs. Ninety-five people were screened for coronary risk factors during the first year compared to 227 employees in the eighth year. (Table 1) **This represents a 139% increase in the number of employees seeking screenings to determine total cholesterol, LDL, HDL, triglycerides, fasting glucose, and blood pressure results.** The latest group completing the screenings and the wellness profiles was composed of 88 men and 139 women from 31 departments in the County with the average age of the persons screened in 2005 being 45 years. (Attachment 1)

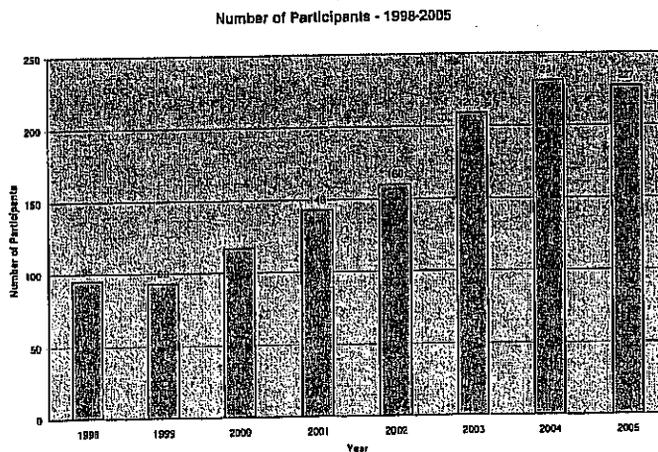


Table 1

Prior to 2004, the screenings were performed by staff from BroMenn Regional Medical Center and OSF St Joseph Medical Center. However, Carle Clinic became the medical provider in 2004. The Employee Wellness program in conjunction with the County Administrator's office collaborated with Carle Clinic and Health Alliance to help bring more continuity in the screenings process. Because the majority of employees have Health Alliance Insurance it seemed the most efficient avenue to expedite the screening results to network doctors and to lower the amount taken from the employee benefit fund.

Uncovering elevated screening results helped to direct employees to their physicians and likely served to prevent catastrophic illnesses. The information collected by Carle Clinic and Health Alliance revealed that of the 232 employees screened, **208 employees had 1 or more high risk factors** for cardiovascular disease and **143 employees exhibited 2 or more risk factors**. Absent intervention, not all employees having Health Alliance Insurance visit their physician on a regular basis. **One-hundred-seventeen of 232 (Table 2) employees screened currently have a Carle Clinic Primary Care Physician (PCP). One hundred four employees displaying 1 or more risk factors have a Carle PCP of which forty-six (44%) saw their physicians within 4 months of the screenings. And 34 of the 76 (45%) employees displaying 2 or more high risk factors and having a Carle PCP saw their doctor within four months of screenings.** This serves as a measure of the early intervention effectiveness of this program. Identifying and treating risk factors for serious disease early, improves health status and positively impacts the bottom line.

McLean County Employees 1 or More High Risk Factors

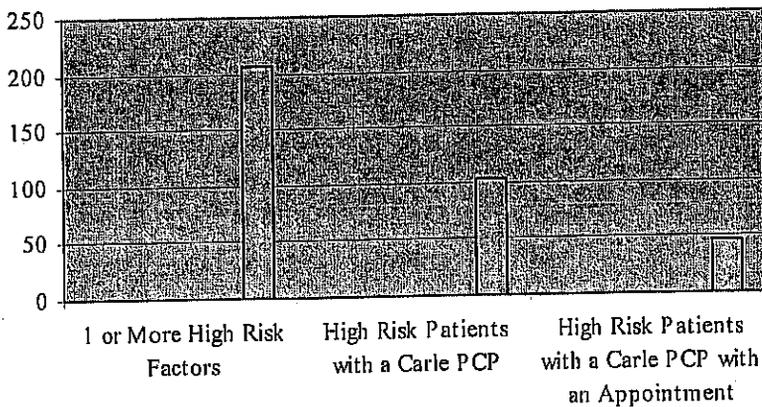


Table 2

McLean County Employees 1 or More High Risk Factors

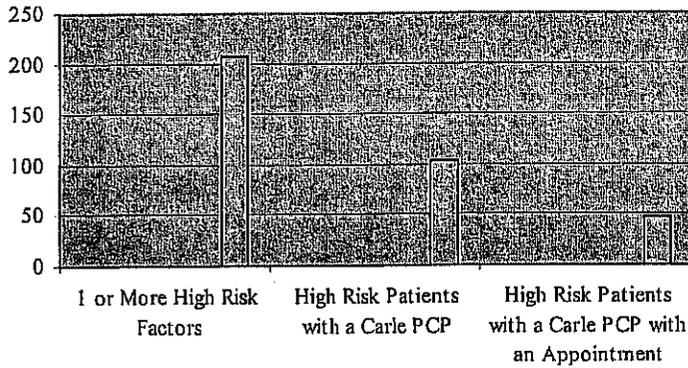


Table 3

McLean County Employees 2 or More High Risk Factors

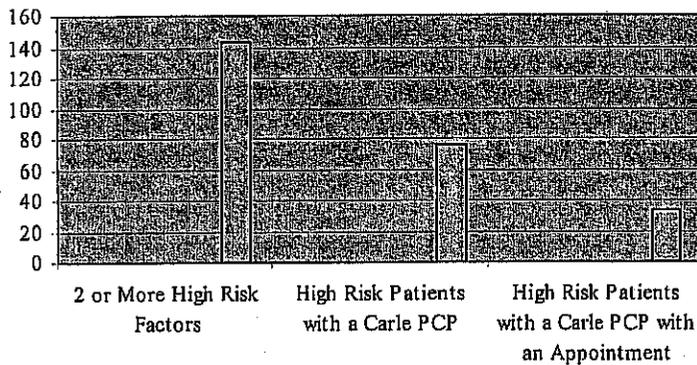


Table 4

Employees completed identical health risk appraisals the last four years. As in prior years the screening results were entered into a health risk assessment and used to calculate an appraisal of the health risks for each employee. Recommended interventions were based on the prevalence of the health risks identified by the screenings. Each employee received a personal summary as well as an executive summary identifying the corporate risks for all employees. In 2005, the top six recommended intervention strategies for the entire workplace population listed in order of need included better nutrition, fitness improvement, cancer risk reduction, weight management, coronary risk reduction, and management of cholesterol. (Attachment 2) All McLean County employee

wellness activities are designed for employees to address the risk factors identified both in the personal and executive summaries. A summary of the activities will be discussed later in this report.

**In the current year we were also able to track and compare individual health risk assessments of 129 employees (58 men and 71 women) screened in both 2004 and 2005 that provided social security numbers as a means of tracking. The group progress report noted that at least 77 employees (59.7%) achieved “good” to “excellent” in the following areas: handling stress, improved safety habits, smoking/tobacco use, drinking less alcohol, better seat belt use, improved happiness, improved sleep habits, and fewer sick days.** The same report also demonstrated that less than 77 employees (59.7%) achieved “good” to “excellent” in the following wellness factors: coronary risk, cancer risk, nutrition status, fitness status, blood cholesterol levels, blood pressure, aerobic activity, and body composition. **The results of the clinical summary also revealed that the group of 129 employees improved in 7 of the 12 clinical areas including:** total cholesterol (1.6%), HDL cholesterol (5.4%), LDL cholesterol (2.9%), **triglycerides (8.1%),** body mass index (1.2%), **cholesterol/HDL ratio (6.8%),** and grip strength. Again, a true measure of incremental results directed toward the long-term goal of improving overall health status among county employees. (A summary of the comparison can be found at the end of this report.)

As reported in prior summaries, guidelines for diagnosis of elevated cholesterol, hypertension, and diabetes have become much more stringent in the last eight years. What was once considered normal blood pressure or normal glucose level may now be considered pre-hypertension and pre-diabetes. Therefore, some of the risks for heart disease appear to be higher than when the screenings first began in 1998. There may be several reasons for the increase. First, as the number of employees participating in the screenings increase, more at risk people are being screened. Secondly, as the total workforce for the county continues to age the risks for heart disease and cancer also continue to rise. And another reason for extreme differences in total results could be the method for drawing blood changed from a finger stick in 2002 and 2003 to a venous blood draw in 2004 and 2005. Studies show that the venous draw is a more accurate technique to measure glucose and cholesterol results. The results of the 2005 screenings and 227 health risk assessments revealed the following information: (A summary is found in at the end of this report).

### **Cholesterol**

High blood cholesterol (fat-like substance) levels increase the risk for heart disease and stroke. Thus, the higher the cholesterol level, the greater the risk for developing a cardiovascular condition. Cholesterol builds up in the walls of the arteries and narrows the blood flow to the heart without any symptoms to the individual.

Cholesterol lowering is important for all people with or without heart disease. Medical experts recommend that cholesterol levels be below 200 mg/dL and state that levels of **161 and below are ideal.** The known risk for heart disease lowers by 2% for every 1% reduction in cholesterol.

The results of the cholesterol screenings indicated that **108 (96 in 2004) of the 227 (47.5%) employees tested had readings above 200 mg/dL or higher, and 23 (10.1%) of them were at high risk with levels above 240 mg/dL.** The percentage of

employees with readings above 240 mg/dL is the lowest percentage since 2000 screenings. The percentage of employees with elevated cholesterol has ranged from 42% to 54.8% in the last 8 years. Fortunately, the employees at high risk decreased from 30 (13%) to 23 (10.1%) in the last year and the employees at moderate risk increased from 66 (29%) to 85 (34.7%) in the last year. (Table 5)

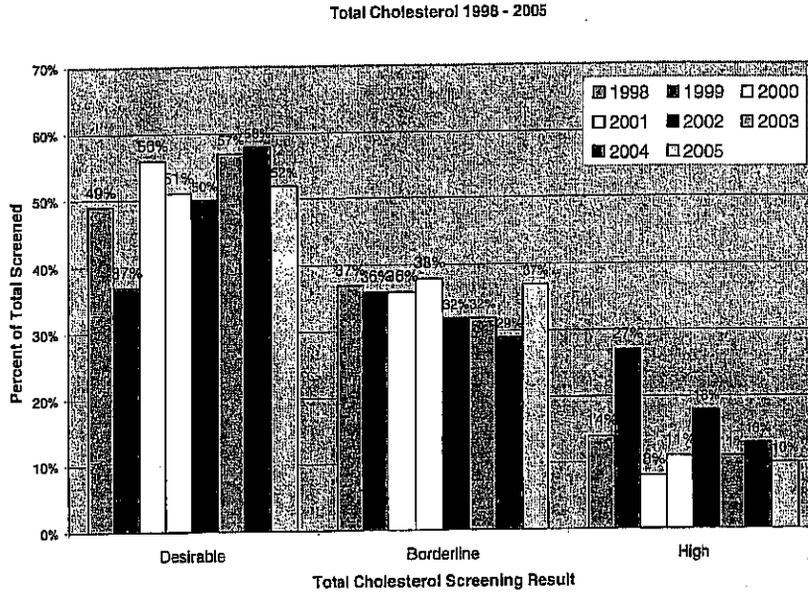


Table 5

LDL or “bad cholesterol” is the main source of cholesterol buildup and blockage in the arteries. Levels less than 100mg/dL are considered optimal, 100-129mg/dL near optimal, 130-159mg/dL borderline and 160mg/dL and above high. Border line and high levels are associated with a higher risk for coronary heart disease. There was a noted reduction in the employees having high and moderate risk levels. The number of employees having low-density lipoprotein (LDL) cholesterol levels of 130mg/dL or higher decreased from 45.5% in 2004 to 41.5% in 2005. However, twenty-eight percent (63) of employees screened also had high or very high triglyceride levels. (Table 6) This number is comparable to 2004 but much higher than the previous six years. Studies have found that excess triglyceride levels (fat in the blood) should be considered a risk factor for heart attack because the high levels can impair the circulation of the blood. Having high density cholesterol (HDL) levels of less than 40mg/dL is also associated with increased risk for cardiovascular disease and fortunately, an improvement was noted in the number of these employees. Those having less than 40mg.dL decreased from 33% in 2004 to 26% of employees in 2005 but had increased from 20% in 2003 and 13% in 2002 (Table 7). This too could be as a result of the method for drawing blood.

Triglycerides 1999 - 2005

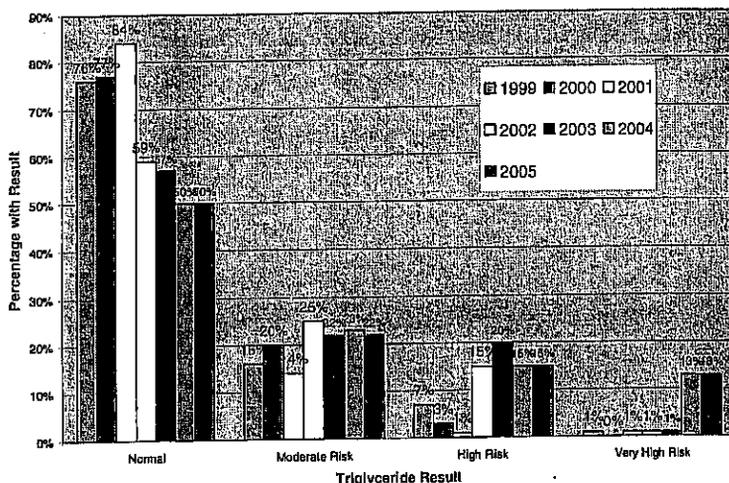


Table 6

Cholesterol - High Density Lipoprotein (HDL) 1998 - 2005

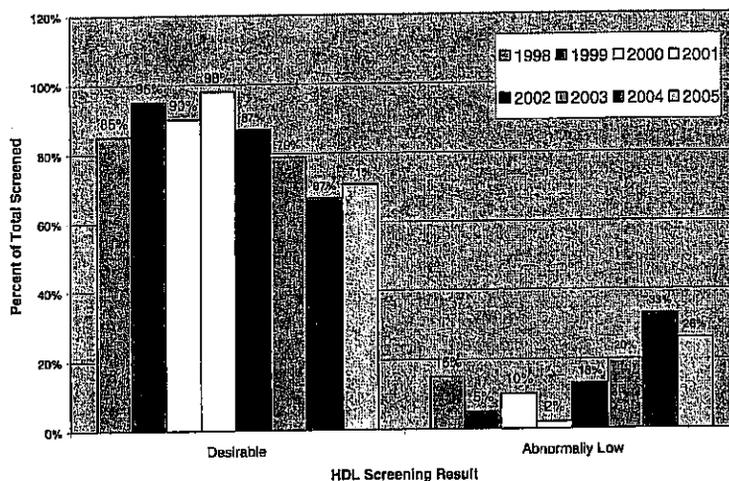


Table 7

### Glucose

Diabetes is recognized as one of the leading causes of death and disability in the United States. According to the National Institutes of Health, 18.2 million (6.3%) of the United States population have diabetes. Of those, 13 million have been diagnosed, and approximately 5.2 million have not yet been diagnosed. An estimated \$132 billion was spent in 2002 on diabetes related medical costs. Indirect costs, including disability payments, time lost from work, and premature death totaled \$40 billion and the direct medical costs for diabetes care cost \$92 billion. This represents 19% of total health care expenditures for only 6.3% of the people.

A high blood glucose level is a possible indicator for diabetes. The criteria for the diagnosis of diabetes have been changed by the American Diabetes Association. Normal fasting glucose is considered to be 70-99mg/dL, pre-diabetes blood glucose level is 100

to 125mg/dL, and elevated fasting glucose level is greater than 125mg/dL. People with pre-diabetes, a state between normal and diabetes, are also at risk for developing diabetes, heart attacks, and strokes. Research suggests that weight loss and physical activity can prevent or delay diabetes. **Forty seven (21%) county employees who were screened were found to have elevated fasting blood glucose levels.** (Table 8) In the past 7 years, the number of employees with elevated fasting blood glucose ranged from 3.2 % to 20.7%. (Again the extreme differences could result from the method of drawing blood.)

Glucose Results 1998 - 2005

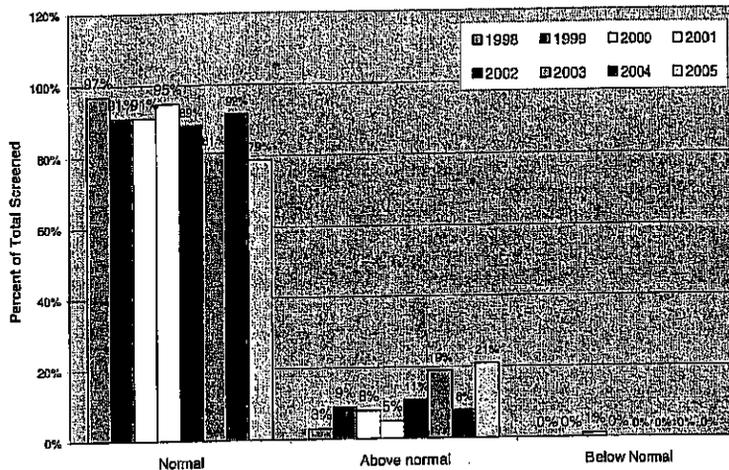


Table 8

### Blood Pressure

The U.S. Department of Health and Human Services report, *Prevention Makes Common "Cents"*, states that about **90% of middle aged Americans will develop elevated blood pressure in their lifetime and nearly 70% of the people will not have it under control.** Because the average age for the 232 employees screened was 45 years of age many fall in the middle age or above category.

Blood pressure guidelines have also been revised and measurements are identified as hypertension, pre-hypertension and normal ranges of blood pressure. The screenings indicated **66 employees with elevated blood pressure, 107 people that were moderate/pre-hypertensive and 51 individuals in the normal range.** (Blood pressure is considered abnormal if it is a consistently elevated pressure of 139 systolic or higher and/or 89 diastolic or higher. Pre-Hypertension is diagnosed if systolic pressure is less than 140 and greater than 129 and/or diastolic is less than 90 and greater than 84). Much can be done to control elevated blood pressure through diet, exercise, and the use of medications. The elevated blood pressure numbers of the employees screened have increased since the screenings in 2002, **decreasing from 27% in 2002 to 13.9% in 2003, and then increasing to 23.2% in 2004 and 29.5% in 2005.** (Table 9) Lowering blood pressures will greatly reduce the risk for cardiovascular disease and strokes, and will reduce medical costs as well.

Blood Pressure 1998-1999, 2002-2005

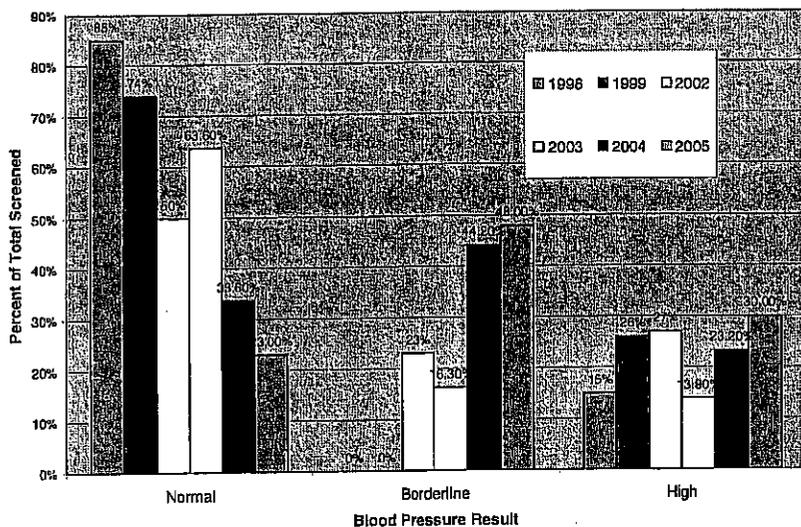


Table 9

**Weight Management/Body Composition**

The prevalence of overweight and obesity has increased dramatically in the last 25 years and is seen by the Centers for Disease Control (CDC) and other medical experts as one of the top medical threats to the country. According to the CDC's 1999-2000 National Health and Nutrition Examination Survey, more than two-thirds of the adults in America are overweight or obese. The 2004 Illinois Behavior Risk Factor Survey also indicated that 55.7% of adults in McLean County and 60.7% of adults in the state were overweight or obese.

The employees screened in 2005 made great progress in steps to lose weight. The corporate health risk appraisal reported that **70% of the participants were above their recommended weight range compared to 81% in 2004. However, 78% (74% in 2004) of those screened needed to make nutritional changes and 75% reported a need to improve physical activity levels.** The body composition screenings revealed that **52 (85%) men and 71 (79.8%) women were in the above average to high risk range. This is a marked improvement from 2003 when 85% of the participants were reported to be above their recommended weight range and 85% needed to make nutritional changes in their lives, but definitely over the Healthy People 2010 Objective to reduce the prevalence of obesity to less than 15%.**

**Fitness Status**

A recent study conducted by the National Center of Health Statistics (NCHS) found that less than one-third of the adults in America participate in leisure physical activity. Many employees indicated that they too do not participate in physical activity on a regular basis. The Center for Disease Control and Prevention (CDC) and the American College of Sports medicine recommend that every adult participate in at least 30 minutes of moderate-intensity physical activity on most days of the week. **Seventy-five percent of the employees showed a need for improving their fitness levels.** (Table 10) The fitness

status for the 232 employees screened revealed that 25 (10.8%) were excellent, 32 (10.8%) were good, 115 (49.8%) were fair and 59 (25.5%) were low and at high risk for heart disease. The coronary risk status of those employees completing the health risk appraisal showed that approximately 60% of them were at risk for coronary disease. Twelve persons (5.2%) were ideal, 65 (28.1%) were low, 60 (26%) were at moderate risk, and 94 (40.7%) were at high risk for cardiovascular challenges. (Table 11)

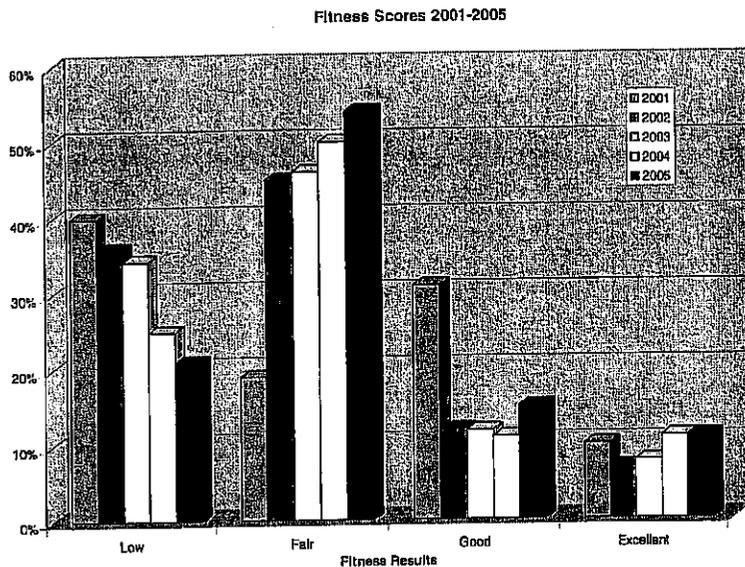


Table 10

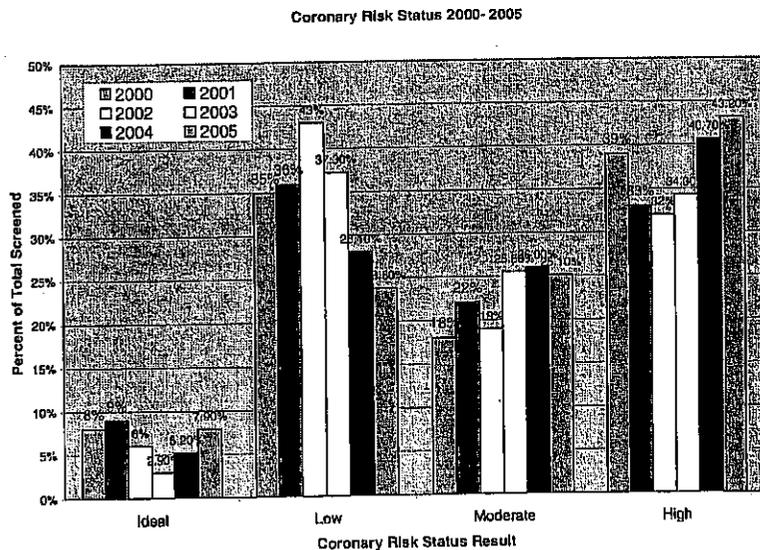


Table 11

### Risks for Cancer

A positive component in the health risk appraisal revealed that employees' risk for cancer is lessening. The executive summary disclosed that 74% of employees completing the wellness profile demonstrated higher risks for cancer compared to 78% in 2004, 87% in 2003 and 82% in 2002. The American Cancer Society and the

National Cancer Institute both have stated that many premature deaths from cancer can be prevented with lifestyle changes and regular screenings. Modifiable factors that put employees at risk included: 4% reporting a personal history with cancer, 80% reporting a low-fiber diet, 74% eating less than 5 fruits and vegetables per day, 70% carrying excess weight or a body mass index (BMI) greater than 25, 10% drinking more alcohol than recommended, and 19% of those completing the profile were smokers. Fortunately most modifiable risk factors were lower than in the 2004 report.

### Prostate Cancer

Prostate cancer is the most common non-skin cancer found in men. The Prostate Specific Antigen (PSA) test was offered to men over 50 and younger men who might be at risk for prostate cancer. This test, requested by male employees, has been provided the last six years. Because the blood draw is only one component of the screening, all men were encouraged to schedule an appointment with their physician and receive a digital exam as well. **Three of the fifty-two men screened this year tested in the above normal range (< 4.00ng/ml).** They were referred to their personal physician for further testing. (Table 12)

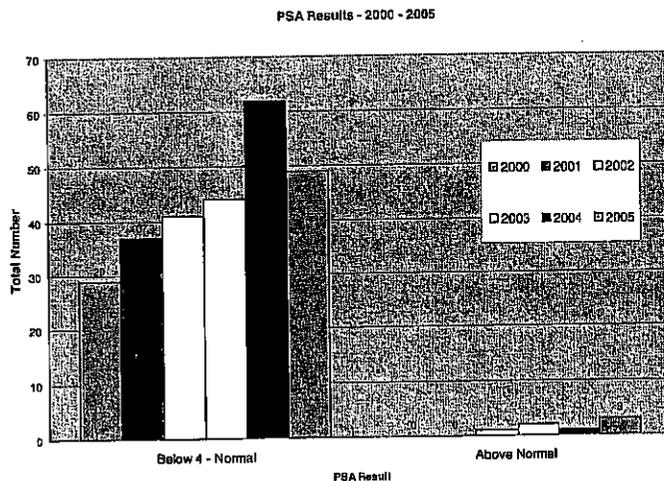


Table 12

### Breast Cancer

According to the American Cancer Society, breast cancer is the most frequently diagnosed non-skin cancer in women and the second leading cause of cancer deaths behind lung cancer. An estimated 211,240 new cases of invasive breast cancer were expected to be diagnosed in 2005 resulting in 40,410 deaths. Because there is no known method for breast cancer prevention, early detection is the best protection against the disease. The survival rate is approximately 97% when found in beginning stages. Mammography can detect breast cancer as early as 3 years before a lump is large enough to be detected by breast self exams or clinical examinations. All female employees 40 and over were encouraged to schedule a yearly mammogram, whether on site or at another location. This was the sixth year of eight years that a mobile mammography van was made available to employees for screening mammograms. To be eligible for a screening mammogram, a woman must be 40 years of age and not have had prior breast

health issues. A significant number of the **46 women seen were screened for the first time or had not had a mammogram on a yearly basis. Nine women needed additional imaging and were referred to their personal physicians.** Nine women were also recalled for additional views in 2004, seven in 2002 and six in 2001 and 2000.

### **Smoking**

Smoking is the most preventable cause of death in this country, and it is directly related to cardiovascular disease and cancer. The U.S. Surgeon General's Report released in May 2004 revealed for the first time that smoking causes diseases in nearly every organ of the body. "We've known for decades that smoking is bad for your health, but this report shows that it's even worse than we knew," Dr. Richard H. Carmona said. "The toxins from cigarette smoke go everywhere the blood flows." According to the report smoking kills an estimated 440,000 Americans each year. On the average, women who smoke cut their lives short by 14.5 years and male smokers lose 13.2 years.

Much progress has been made in reducing the use of tobacco in McLean County. Recent data from the 2004 Behavioral Risk Factor Survey (BRFS) of McLean County indicates that 20.1 % of the adult population in the county uses tobacco products compared to 25% in the 1997 Behavioral Risk Factor Survey. The health risk assessments revealed that county employees follow this declining trend to smoke because **17.7% of persons screened reported to be smokers.** This number increased 0.7% from 2004 and is below the national average of 25% but above the Healthy People 2010 Objective of 12%.

### **Employee Wellness Activities to Address Health Risks**

**Over 400 County employees from 33 departments participated in the Employee Wellness Program in 2005.** (Attachment 4) Two hundred thirty two employees participated in cardiovascular screenings and 227 completed the health risk assessment, 231 attended the wellness fair, and more than 400 people took part in the various wellness programs.

According to the Wellness Councils of America, small adjustments in lifestyle can make dramatic improvements in people's health. These can be simple things like taking the stairs instead of the elevator or limiting the amount of soft drinks consumed in a day. The many activities and programs provided for employees were developed to encourage employees to make healthy lifestyle changes and thus address the health risks identified by the screenings and the corporate summary report. As reported earlier in this document, the top six health concerns were nutrition, fitness, cancer risks, weight management, coronary risks, and elevated cholesterol levels. Most programs included nutrition and physical activity, both interventions needed to reduce the cardiovascular and cancer risks identified in the screenings. In fact, experts report that physical activity can reduce one's risk for cardiovascular disease, stroke, diabetes, and cancer by as much as 30% to 50%. A brief description of each wellness activity for the past year is listed below:

*Explore Route 66* was a six-week program that encouraged employees to travel along old Route 66 by running, biking, walking, or stair climbing. The goal was for each team of 6 participants was to "travel" the greatest distance and as well as reach their personal goals. **One hundred forty-six employees formed 25 teams in 2 divisions and**

combined traveled 27,048 miles. One team successfully traveled 2,007 miles from Bloomington, Illinois to Santa Monica, California the official end of Route 66. All participants received a t-shirt and pedometers were also made available to employees requesting them.

The eighth annual *Employee Wellness Fair* held on May 25, 2005 was attended by 231 employees from 24 departments. The fair is an excellent way for employees to learn about a variety of health topics and interact with health professionals. Agencies represented at the fair included: American Red Cross, Benefit Planning Associates, Bloomington Parks and Recreation, Bloomington Public Library, BroMenn Community Wellness Services, Body Shop at Home, Chestnut Health Services, Community Cancer Center, Cortese Foot and Ankle Clinic, Eastland Chiropractic and Wellness Center, Edna's Health Foods, Four Seasons Association, Fox and Hound Hair Studio and Day Spa, Gailey Eye Clinic, Health Alliance Medical Plans, Illinois Wesleyan University students, Midwest Center for Sleep Medicine, McLean County Gardeners Association, McLean County Health Department (MCHD) Kid Care, MCHD Health Promotions, Neville House, OSF St. Joseph Center for Healthy Lifestyles, and The Wellness Forum. Eighty-four percent of the participants completed evaluations of the fair. Many stated that as a result of the fair they planned to make changes to their health behavior including increased exercise, improved eating habits, lowering cholesterol and improving their health overall. Most were very pleased with the fair and wanted it to occur each year.

At employee's request, the *Weight Watchers at Work* class was reinstated in June 2005. Research indicates that the Weight Watchers program is a very safe and successful way to loose weight. **During the first 25 weeks a group of 25 members lost approximately 425 pounds.** All members were also given a step counter so they could incorporate walking into their weight loss program.

*One participant reported that the results of the wellness screenings, a call from her physician requesting she schedule an appointment to discuss results, and family history of cardiovascular disease promoted her to join Weight Watchers. She was excited to report that program helped her immensely because after loosing more than twenty pounds through Weight Watchers her total cholesterol decreased 40 points, LDL dropped 36 points, and blood pressure returned to normal.*

The *Summer Wellness Challenge* offered in July and August allowed employees to engage in wellness activities and earn points for their participation. Activities included exercising, eating fruits and vegetables, mediating, reading about health topics, wearing seatbelts, sun safety, etc. At the beginning of each month participants were given a chart to log their activities and received points for activities completed. At the end of the six week period the points were submitted to health promotion staff and the participants were awarded with an incentive and entered in a drawing for a larger prize. **Seventy-five employees participated in this program.** Participants listed increased physical activity as the most common benefit gained from the program.

A new program, *On the Go*, was introduced in the fall of 2005. The program was designed to assist employees in setting goals for incorporating physical activity and nutrition into their daily routine. Participants were to write one goal addressing nutrition and one goal addressing physical activity for each week and then track their successes on

a log. All **50 participants** were rewarded with mid-point and final prizes and the three employees with most goals reached received additional rewards.

A pilates class was also implemented in the fall of 2005. Pilates is a form of isometric exercise and physical movement designed to stretch, strengthen, tone and balance the body, while eliminating tension and strain on the joints. It is an exercise designed to improve posture and coordination, increase flexibility, develop optimal core control, create flat abdominals and a strong back, as well as provide a refreshing mind-body workout. **Fifteen women enrolled in the weekly class taught by an instructor from Bodies and Balance.**

### **Activities Addressing Cancer Risks**

Research shows that physical activity and a diet rich in fruits, vegetables, and grains help to lower the risks for many types of cancer. In addition to the aforementioned programs, several programs specifically addressed cancer awareness and/or cancer risks. A breast cancer awareness campaign available for employees in October included breast health information through electronic mail *Health Beat*, trivia questions and, the opportunity to participate in Lee National Denim Day. Employees could donate \$5 to the Susan G. Komen Breast Cancer Foundation in exchange for wearing jeans to work on the second Friday in October. One hundred sixty seven employees participated in the event and donated \$1535 for breast cancer research and services. The money was donated to the National Foundation and to the McLean County Affiliate to help pay for education and mammograms for women that can not afford the costs.

Employees that smoke will be given the opportunity to go smoke free during the *Go Cold Turkey and Win a Turkey* campaign on the American Cancer Society's Great American Smoke-out. Employees will sign a pledge card and received a "quit kit". All participants that are successful at quitting for the day will be entered into a drawing to win a free turkey for the participant and the buddy.

McLean County Health Department Health Promotion staff also has nicotine patches available for employees wanting to quit smoking and willing to be counseled by staff at the Illinois Tobacco Quitline. The employee can call the Quitline (1-866-quit-yes) and request help with quitting. The certified counselor will then email or call a health promotion staff member to specify what strength patch the person needs and then a one-week supply can be given to the employee. The employee must call the quitline each week for counseling before another supply of patches can be given. The limit is four weeks of patches.

### **Other Wellness Programs in 2005**

Several lunch and learn sessions were scheduled throughout the year touching on a variety of health topics including **Healthy Summer Cooking, Journaling for Your Health, 5-A-Day the Color Way, Broccoli and Breast Self Exams, and Addressing Holiday Stress.** The average attendance for the lunch and learn sessions was sixteen people. The program taught by the produce manager from Schnucks regarding fruits and vegetables drew the greatest attendance.

This is the third year the Wellness Employee of the Year Award will be given to a County employee. The honor is awarded to an employee who is working toward or has

succeeded in improving his/her health or that of their peers in the past year. A certificate is given to all persons nominated for the award and a gift certificate to Eastland Mall is presented to the winner.

The monthly *County Comments* newsletter and County electronic mail articles on *Health Beat* are other avenues used to deliver pertinent health topics and information regarding National Health Observances to County employees.

An intranet site, I-Wellness, was developed during 2005. Employees can go to this site to contact wellness program staff, learn of the latest activities sponsored by wellness program, find links to health sources, and a variety of health related articles addressing nutrition, physical activity, smoking cessation, stress management, women's health and men's health.

### **Summary**

Reviews of county health insurance claims over the past several years clearly show that heart disease, diabetes, cancer, stress related illnesses make up the greatest share of payouts. Risk factors such as poor nutrition, smoking, and lack of physical activity are major contributors in the development and progression of chronic diseases. An employer's attention to health promotion and early detection efforts plays a significant role in controlling health care expenditures. According to Larry Chapman, Chairman and Founder of the Summex Corporation, health promotion programs are very beneficial in the workplace and business cannot afford not to invest in employee wellness. We strongly encourage all employees to participate in the employee wellness program. This program is one benefit which can improve health, increase productivity and yield a significant return on investment for the employer and the employee. The proposed wellness program for 2006 is listed below.

### **Proposed Events and Activities for 2006**

The scheduled date for the annual employee wellness fair is Wednesday, May 24, 2006. The cholesterol and glucose screenings will be held at the Regional Office of Education, Highway Department, Health Department, and the Law and Justice Center on April 24, 26, 27 and 28. The osteoporosis screening will be held on the day of the fair and the mammogram van will be available on May 24th and 25th. The costs of the screening will be paid by the Employee Benefit Fund or Health Alliance Insurance.

#### **Cardiovascular Screenings**

- Screening to be conducted by Carle Clinic on April 24, 26, 27, and 28
- Locations: Health Department, Law and Justice Center, Highway Department and Regional Office of Education
- Includes Cholesterol, Glucose, and Blood Pressure, Height, Weight, Body Composition
- Complete *Personal Wellness Profile*
- A corporate and individual report compiled from data received in wellness profiles
- Tracking patients with high risk screening scores to determine how many schedule appointments with physician

**Osteoporosis**

- Screenings to be conducted by BroMenn Women's Center on May 24th in conjunction with the Wellness Fair

**Tuberculosis Skin Tests**

- Tests administered by Health Department staff on screening days

**Tetanus Vaccine**

- Administered by Health Department staff on day of screenings/fair

**Cancer Screenings**

- Mammography Van from Methodist Medical Center in Peoria
- PSA (Prostate-Specific Antigen) blood test for men 50 and over or for those 40 and over and at risk for prostate cancer
- Skin Cancer Screenings

**Wellness Fair**

- Wednesday, May 24, 2006 from 8:30 until 2:30
- Variety of vendors focusing on all aspects of prevention and health

**Activities**

- Select McLean County Wellness Employee of the year
- Explore Route 66: A 6 week program encouraging employees to walk, run, climb stairs, and bike along Historic Route 66 to improve health.
- Walking program – promoting downtown walking path, mall walking, and the Constitution Trail
- Millionaires Club for employees continuing to walk after the 6 week program has ended. Those walking more than 1,000,000 steps become a member of the club.
- Weight Watchers At Work
- Summer Wellness Challenge
- Breast Cancer Awareness activities during October
- Observation of the Great American Smoke-out in November
- Go Cold Turkey and Receive a Turkey
- Promotion of Illinois Tobacco Quitline and free nicotine patches from Health Promotion as result of Illinois Tobacco Free Communities Grant
- Holiday Stress Management
- Sun Safety Campaign
- Random Acts of Kindness Day
- Lunch and Learns
- Observation of National Health Observances
- Ongoing informational displays in the various county buildings
- County Comment articles pertaining to pertinent health topics
- Health Beat Articles on County-E-mail
- Intranet site: I Wellness

## 2005 Screenings by Department

## 2005 Screenings by Department

Administration	3
Adult Court Services	5
Adult Literacy	2
Assessor's Office	8
Auditor's Office	1
Building and Zoning	6
CASA	5
Circuit Court	3
Circuit Clerk	19
County Board	1
County Clerk	7
Court Services	10
Election Commission	3
Facilities Management	4
Government Center	1
Health Department	55
Highway Department	21
Information Services	8
Jail	2
Judicial	4
Juvenile Detention Center	3
Met com	1
Nursing Home	7
Parks and Recreation	2
Public Defender	3
Recorder	4
Regional Office of Education	5
Regional Planning	0
Risk Management	1
Sheriff	18
States Attorney's Office	15
Treasurer's Office	5
Veteran's Assistance	0

# **Executive Summary of Wellness Profiles**

**2002 - 2005**

McLean County Wellness Screenings  
Executive Summary of Wellness Profiles  
2002-2005

	2002	2003	2004	2005
<b>Demographics</b>	57 men 97 women	77 men 127 women	91 men 140 women	88 men 139 women
<b>Cardiovascular Risks</b>				
Personal history of heart disease, stroke, diabetes	5 (3%)	23 (11%)	19 (8%)	19 (8%)
Family history of heart disease	41 (27%)	53 (26%)	62 (27%)	62 (27%)
High Total Cholesterol (240+)	29 (19%)	31 (15%)	52 (23%)	23 (10%)
High LDL (160+)	19 (12%)	18 (9%)	31 (13%)	30 (13%)
Low HDL Cholesterol (less than 40)	8 (5%)	40 (20%)	76 (33%)	59 (26%)
High Blood Pressure	37 (24%)	28 (14%)	52 (23%)	66 (29%)
Smoking	23 (15%)	39 (19%)	36 (16%)	38 (17%)
Diabetes (110 + Fasting: 140 + Non fasting) 2005: (100+fast, 140+ non) **	24 (16%)	50 (25%)	19 (8%)	47 (21%)
Excess Weight (BMI >25, high waist girth, or % fat)	111 (72%)	174 (85%)	186 (81%)	169 (70%)
High overall coronary risk	49 (32%)	70 (34%)	94 (41%)	98 (43%)
<b>Cancer Risks</b>	82%	87%	78%	74%
Personal History	6 (4%)	14 (7%)	11 (5%)	10 (4%)
Tobacco Use (all forms)	25 (16%)	42 (21%)	44 (19%)	43 (19%)
Drinking more than recommended	25 (16%)	31 (15%)	22 (10%)	22 (10%)
High fat diet	26 (17%)	43 (21%)	45 (20%)	51 (22%)
Low fiber diet	126 (82%)	173 (85%)	182 (79%)	181 (80%)
Less than 5 fruits and vegetables per day	109 (71%)	151 (74%)	161 (70%)	167 (74%)
Weight outside recommended range	119 (77%)	174 (85%)	186 (81%)	160 (70%)

	2002	2003	2004	2005
Bowel Disease	6 (4%)	20 (10%)	13 (6%)	13 (6%)
Positive PSA	1 (1%)	0	1 (1%)	3 (1%)
<b>Top Interventions Needed to Address Risks</b>				
Cancer Risk Reduction	1. 82%	1. 87%	2. 78%	3. 74%
Weight Management	2. 81%	2. 85%	1. 81%	4. 70%
Improve Fitness	3. 81%	3. 80%	3. 75%	2. 75%
Better Nutrition	4. 74%	4. 80%	4. 74%	1. 78%
Managing Cholesterol Levels	5. 52%	6. 50%	8. 17%	6. 52%
Coronary Risk Reduction	6. 51%	5. 60%	5. 67%	5. 68%
Managing High Blood Pressure	7. 24%	10. 14%	6. 23%	7. 29%
Alcohol Management	8. 16%	9. 15%	10. 10%	10. 10%
Managing Stress	9. 16%	8. 19%	9. 15%	8. 20%
Quit Smoking	10. 16%	7. 20%	7. 17%	9. 18%
Better Back care	11. 10%	11. 12%	11. 9%	11. 9%

# **Eight Year Employee Screening Results**

**1998 – 2005**

# Illinois Withholding Allowance Worksheet

## General Information

Complete this worksheet to figure your total withholding allowances.  
Everyone must complete Part 1.

Complete Part 2 if

- you (or your spouse) are age 65 or older or legally blind, or
- you wrote an amount on Line 4 of the Deductions and Adjustments Worksheet for federal Form W-4.

If you have more than one job or if your spouse works, you may claim all of your allowances on one job or you may claim some on each job, but you may not claim the same allowances more than once. Your withholding will usually be more accurate if you claim all of your allowances on the Form IL-W-4 for the job with the largest wages and claim zero on all other IL-W-4 forms. If you have a working spouse, you may choose not to claim your spouse as a dependent (this may help avoid having too little tax withheld).

## Part 1: Figure your basic personal allowances (including allowances for dependents)

Check all that apply:

- No one else can claim me as a dependent.
- I can claim my spouse as a dependent.

- Write the total number of boxes you checked. 1 \_\_\_\_\_
- Write the number of dependents (other than you or your spouse) you will claim on your tax return. 2 \_\_\_\_\_
- Add Lines 1 and 2. Write the result. This is the total number of basic personal allowances to which you are entitled. 3 \_\_\_\_\_
- If you want to have additional Illinois Income Tax withheld from your pay, you must reduce the number of basic personal allowances you wrote on Line 3. Write the total number of basic personal allowances you elect to claim on Line 4 and on Form IL-W-4, Line 1. 4 \_\_\_\_\_

## Part 2: Figure your additional allowances

Check all that apply:

- I am 65 or older.
- My spouse is 65 or older.
- I am legally blind.
- My spouse is legally blind.

- Write the total number of boxes you checked. 5 \_\_\_\_\_
- Write any amount that you reported on Line 4 of the Deductions and Adjustments Worksheet for federal Form W-4. 6 \_\_\_\_\_
- Divide Line 6 by 1,000. Round to the nearest whole number. Write the result on Line 7. 7 \_\_\_\_\_
- Add Lines 5 and 7. Write the result. This is the total number of additional allowances to which you are entitled. 8 \_\_\_\_\_
- If you want to have additional Illinois Income Tax withheld from your pay, you must reduce the number of additional allowances you wrote on Line 8. Write the total number of additional allowances you elect to claim on Line 9 and on Form IL-W-4, Line 2. 9 \_\_\_\_\_

Note: If you have non-wage income and you expect to owe Illinois Income Tax on that income, you may choose to have an additional amount withheld from your pay. On Line 3 of Form IL-W-4, write the additional amount you want your employer to withhold.

----- Cut here and give the certificate to your employer. Keep the top portion for your records. -----

## Illinois Department of Revenue IL-W-4 Employee's Illinois Withholding Allowance Certificate

Social Security number \_\_\_\_\_

Name \_\_\_\_\_

Street address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

ZIP \_\_\_\_\_

- Write the total number of basic allowances that you are claiming (Part 1, Line 4, of the worksheet). 1 \_\_\_\_\_
- Write the total number of additional allowances that you are claiming (Part 2, Line 9, of the worksheet). 2 \_\_\_\_\_
- Write the additional amount you want withheld (deducted) from each pay. 3 \_\_\_\_\_

I certify that I am entitled to the number of withholding allowances claimed on this certificate.

Your signature \_\_\_\_\_

Date \_\_\_\_\_

This form is authorized as outlined by the Illinois Income Tax Act. Disclosure of this information is REQUIRED. Failure to provide information could result in a penalty. This form has been approved by the Forms Management Center. IL-162-0039

Employer: Keep this certificate with your records. If you have referred the employee's federal certificate to the Internal Revenue Service (IRS) and the IRS has notified you to disregard it, you may also be required to disregard this certificate. Even if you are not required to refer the employee's federal certificate to the IRS, you may still be required to refer this certificate to the Illinois Department of Revenue for inspection. See Illinois Income Tax Regulations 36 Ill. Adm. Code 100.7110.

**Eight Year Employee Screening Results  
1998-2005**

<b>Gender</b>	<b>1998</b>	<b>1999</b>	<b>2000</b>	<b>2001</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>
Male	20	32	43	54	59	77	91	88
Female	75	61	74	89	101	127	140	139
<b>Total Screened</b>	95	93	117	143	160	204	231	227

<b>Smokers</b>	<b>1998</b>	<b>1999</b>	<b>2000</b>	<b>2001</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>
Male	--	--	9 of 42 (21%)	12 of 54 (22%)				
Females	--	--	8 of 68 (11%)	9 of 89 (10%)				
<b>Total</b>			17 of 110 (15%)	21 of 143 (15%)	22 of 152 (14%)	37 of 204 (19%)	30 of 231 (17%)	40 of 227 (17.7%)

<b>Total Cholesterol</b>	<b>1998</b>	<b>1999</b>	<b>2000</b>	<b>2001</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>
High Risk (>240 mg/dL)	13 (13.6%)	20 (21.5%)	10 (9%)	15 (10.4%)	29 (18%)	22 (11%)	30 (13%)	23 (10.1%)
Moderate Risk (200-239 mg/dL)	35 (36.8%)	31 (33.3%)	38 (34.5%)	55 (38.4%)	51 (32%)	67 (32%)	66 (29%)	85 (37.4%)
Fair (200 mg/dL)	47 (49.4%)	42 (45%)	62 (56.4%)	73 (51%)	80 (50%)	120 (57%)	130 (58%)	82 (36.1%)
Ideal (161 or below)								37 (16.3%)
<b>Number Screened</b>	95	93	117	143	160	209	231	227

<b>Low Density Lipid (LDL)</b>	<b>1998</b>	<b>1999</b>	<b>2000</b>	<b>2001</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>
High Risk (160 – 189 mg/dL)	--				5 (5%)	2 (1%)	36 (15.9%)	31 (13.7%)
Moderate Risk (130 – 159 mg/dL)	--	11 (12.5%)	31 (29%)	35 (24%)	19 (12%)	13 (6%)	67 (29.6%)	63 (27.8%)
Low Risk (100-129 mg/dL)	--	17 (19%)			41 (26%)	43 (21%)	76 (33.6%)	87 (38.3%)
Ideal Risk (100 or less)	--	58 (66%)	77 (71%)	105 (73%)	95 (59%)	149 (71%)	47 (20.8%)	46 (20.3%)

\*\* Data that did not read due to high Triglycerides

2 (1%)

<b>High Density Lipid (HDL)</b>	<b>1998</b>	<b>1999</b>	<b>2000</b>	<b>2001</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>
Too Low ( < 40 mg/dL)	14 (14.7%)	5 (5%)	11 (10%)	3 (2%)	21 (13%)	42 (20%)	76 (33%)	59 (26.1%)
Moderate Risk								44 (19.5%)
Normal ( 40-59 mg/dL)	81 (85.3%)	88 (95%)	98 (90%)	140 (98%)	139 (87%)	165 (79%)	154 (67%)	123 (54.4%)

\*\*Data that did not read due to high Triglycerides \*\*

2 (1%)

<b>Triglycerides</b>	<b>1998</b>	<b>1999</b>	<b>2000</b>	<b>2001</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>
Very High Risk ( > 500 mg/dL)	--	1 (1%)	0	1 (.6%)	2 (1%)	2 (1%)	28 (12.5%)	29 (12.8%)
High Risk (200-499 mg/dL)	--	6 (6.5%)	4 (3.6%)	2 (1%)	24 (15%)	41 (20%)	33 (14.7%)	34 (15%)
Moderate (150-199 mg/dL)	--	15 (16.4%)	22 (19.8%)	20 (14%)	40 (25%)	46 (22%)	52 (23.2%)	50 (22.1%)
Normal Level ( < 150mg/dL)	--	69 (76%)	85 (76.5%)	120 (84%)	94 (59%)	120 (57%)	111 (49.6%)	113 (50%)

<b>Blood Glucose</b>	<b>1998</b>	<b>1999</b>	<b>2000</b>	<b>2001</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>
Elevated (Fasting) (>110 mg/dL)	3 (3.2%)	8 (8.6%)	9 (7.8%)	7 (5%)	18 (11%)	37 (18%)	19 (8%)	47 (21%)
Normal Blood Glucose (65-110 mg/dL)	92 (96.8%)	84 (90.4%)	105 (91.3%)	135 (95%)	142 (89%)	135 (65%)	211 (92%)	180 (79%)
Below Normal	0	1 (1%)	1 (.8%)	0	0	0	0	0
Elevated (Non Fasting) (> 140 mg/dL)						3 (1%)		
Normal Non Fasting Blood Glucose						34 (16%)		

<b>EKG and/or Heart Card</b>	<b>1998</b>	<b>1999</b>	<b>2000</b>	<b>2001</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>
New Heart Cards	97 (100%)	69 (79%)	--	--	147	103 (78%)	0	0
Renewals	0	17 (5%)	--	--	--	29 (22%)	0	0
Normal EKG		51 (51%)	84 (76%)	96 (67%)	140 (95%)	100 (76%)	0	0
Abnormal EKG		20 (23%)	16 (14.5%)	35 (24%)	7 (5%) No Referrals	3 (2%) 1 Referral	0	0
Borderline EKG		16 (18%)	10 (9%)	12 (8%)		29 (22%)	0	0

<b>Blood Pressure</b>	<b>1998</b>	<b>1999</b>	<b>2000</b>	<b>2001</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>
Normal Range (< 130/85) (<120/80) 2004	82	64			69 (50%)	133 (63.6%)	73 (33.6%)	51 (22.8%)
Moderate/Prehypertension (130-139) (85-89) (120/80 -139/89) 2004					32 (23%)	34 (16.3%)	99 (44.2%)	107 (47.8%)
High Blood pressure (140/90+)	15	23			38 (27%)	29 (13.9%)	52 (23.2%)	66 (29.5%)
No blood pressure taken						13 (6.2%)		
High systolic blood pressure (90-139)			9 males 16 females	12 males 8 females				
Normal systolic range			33 males 52 females	42 males 81 females				
High diastolic range (60-89)			10 males 10 females	14 males 5 females				
Normal diastolic range			32 males 58 females	40 males 84 females				

\* Ideal blood pressure is 115/75 or below (2004)

<b>Mammograms</b>	<b>1998</b>	<b>1999</b>	<b>2000</b>	<b>2001</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>
Number of women	0	4	24	36	31	0	36	46
Recalled for additional films	0	0	6	6	7	0	9	9

<b>Prostate Specific Antigen Screening (PSA)</b>	<b>1998</b>	<b>1999</b>	<b>2000</b>	<b>2001</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>
Above Normal Range (< 4.00ng/ml)			0	0	1	2	1	3
Below Normal Range			29	37	41	44	62	49
Total Screened	0	0	29	37	42	46	63	52

Heart Health Score Coronary Risk	1998	1999	2000	2001	2002	2003	2004	2005
Ideal	-	-	9 (8%)	13 (9%)	9 (5.8%)	6 (2.9%)	12 (5.2%)	18 (7.9%)
Low	-	-	38 (35%)	51 (36%)	66 (42.9%)	76 (37.3%)	65 (28.1%)	54 (23.8%)
Moderate	-	-	20 (18%)	31 (22%)	30 (19.5%)	52 (25.5%)	60 (26%)	57 (25.1%)
High	-	-	43 (39%)	48 (34%)	49 (31.8%)	70 (34.3%)	94 (40.7%)	98 (43.2%)
<b>Total Screened</b>			42 men 68 women	54 men 89 women	57 men 97 women	77 men 127 women	91 men 140 women	88 men 139 women

Fitness Score	1998	1999	2000	2001	2002	2003	2004	2005
Low Fitness	-	-	-	57 (39.8%)	56 (36.4%)	70 (34.3%)	59 (25.5%)	48 (21.1%)
Fair Fitness	-	-	-	28 (19.5%)	69 (44.8%)	94 (46.1%)	115 (49.8%)	122 (53.7%)
Good Fitness	-	-	-	44 (30.7%)	19 (12.3%)	24 (11.8%)	32 (10.8%)	33 (14.5%)
Excellent	-	-	-	14 (9.7%)	10 (6.5%)	16 (7.8%)	25 (10.8%)	24 (10.6%)

Percent Fat, Men	1998	1999	2000	2001	2002	2003	2004	2005
Below Average Range	-	-	5 (12%)	8 (14.8%)	0	0	0	0
Average Range BMI ≤23 Ideal (2005)	-	-	29 (70%)	15 (27.7%)	7 (12%)	12 (15.8%)	9 (14.1%)	10 (11.4%)
Above Average Range BMI ≤25 Desired (2005)	-	-	7 (17%)	31 (57%)	8 (14%)	11 (14.5%)	7 (10.9%)	16 (18.2%)
Overweigh BMI 25 + (2005)	-	-	-	-	14 (24.5%)	17 (22.4%)	24 (37.5%)	42 (47.7%)
High Risk BMI 30+ Obese (2005)	-	-	-	-	25 (43.8%)	36 (47.4%)	24 (37.5%)	20 (22.7%)
Total Screened	-	-	41	54	57	76	64	88

<b>Percent Fat, Women</b>	<b>1998</b>	<b>1999</b>	<b>2000</b>	<b>2001</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>
Below Average	-	-	2 (3%)	6 (6.7%)	2 (2%)	3 (2.5%)	2 (2.2%)	0
Average Range BMI <=23 Ideal (2005)	-	-	24 (36%)	14 (15.7%)	17 (17.5%)	14 (11.8%)	16 (18%)	30 (21.6%)
Above Average Range BMI <=25 Desired (2005)	-	-	40 (60.6%)	69 (77.5%)	5 (5%)	8 (6.7%)	3 (3.4%)	13 (9.4%)
Overweight BMI 25+ (2005)	-	-	-	-	11 (11%)	15 (12.6%)	16 (18%)	50 (36%)
High Risk BMI 30+ Obese (2005)	-	-	-	-	51 (52.5%)	79 (66.4%)	52 (58.4%)	46 (33.1%)
Total Screened	-	-	66	89	97	119	89	139

<b>Yearly Results</b>	<b>1998</b>	<b>1999</b>	<b>2000</b>	<b>2001</b>	<b>2002</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>
Number Screened	95	93	117	143	160	209	233	232
Attended Health Fair	144	142	158	175	203	181	192	231
Participated in Additional Wellness Activities/Programs	61	91	199	244	250	428	548	587
Total Employee Participation	150	222	244	306	343	386	400	412

## 2005 Participants

## 2005 Activities and Number of Participants

### Screenings

Cholesterol/Glucose Screenings	232
Completed Personal Wellness Profile	227
Prostate Specific Antigen Test	51
TB Skin Tests	45
Bone density Screenings	75
Mammograms	46

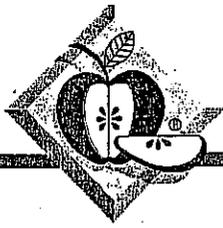
### Fair

Health Fair Attendance	231
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### Other Activities

Explore Route 66	143
Lunch and Learns	82
On the Go	51
Pilates	15
Summer Wellness Challenge	74
Weight Watchers	28

**Group Progress Report  
Comparing 2004-2005**



# Group Progress Report

## Personal Wellness Profile Group Progress Report McLean County Employees

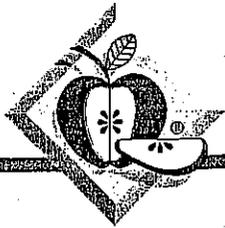
### Scientific Basis for the Personal Wellness Profile

- ◆ American Cancer Institute
- ◆ American Cancer Society
- ◆ American College of Sports Medicine
- ◆ American Heart Association
- ◆ U.S. Department of Health and Human Services
- ◆ Health Outcomes Institute
- ◆ Johns Hopkins Medical Institutions
- ◆ National Academy of Sciences, NRC
- ◆ National Center of Health Statistics
- ◆ National Committee For Quality Assurance
- ◆ National Institutes of Health
- ◆ National Mental Health Association
- ◆ University of California at Berkeley
- ◆ University of Michigan
- ◆ U.S. Preventive Services Task Force
- ◆ U.S. Surgeon General's Report on Health Promotion and Disease Prevention
- ◆ U.S. Department of Agriculture's Dietary Guidelines for Americans
- ◆ World Health Organization

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Provided by  
**The Wellness Connection**  
PO Box 370  
Collegedale, TN 37315  
423.236.2439



# PWP Group Progress Report

McLean County Employees

*The Group Progress Report documents health changes made since the last testing session. Group test results for the previous and current testing sessions are shown together. Values shown are the number and percent of people who rate "Good" to "Excellent" in the Wellness Factors and clinical tests listed.*

This group consists of 129 people (58 men, 71 women). Positive changes, as well as areas still needing improvement, are listed below.

**-- Positive Changes --**

At least 77 people (59.7%) achieved "Good" to "Excellent" in each of the following wellness factors.

- ★ Handling stress better
- ★ Improved substance use
- ★ Improved safety habits
- ★ Smoking/tobacco use
- ★ Drinking less alcohol
- ★ Better seat belt use
- ★ Improved happiness
- ★ Improved sleep habits
- ★ Fewer sick days

**-- Needing Improvement --**

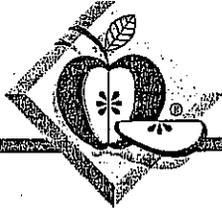
Less than 77 people (59.7%) achieved "Good" to "Excellent" in the following wellness factors.

- ✓ Coronary risk
- ✓ Cancer risk
- ✓ Nutrition status
- ✓ Fitness status
- ✓ Blood cholesterol levels
- ✓ Blood pressure
- ✓ Aerobic activity
- ✓ Body composition

	Number	Percent	Avg. Sc	% Rating Good to Excellent				
				0	25	50	75	100
Low coronary risk	37	28.7%	33	[Bar chart showing 28.7% rating Good to Excellent]				
Low cancer risk	42	32.6%	36	[Bar chart showing 32.6% rating Good to Excellent]				
Good nutrition status	26	20.2%	41	[Bar chart showing 20.2% rating Good to Excellent]				
Good fitness status	36	27.9%	44	[Bar chart showing 27.9% rating Good to Excellent]				
Good coping and stress status	34	26.4%	42	[Bar chart showing 26.4% rating Good to Excellent]				
Good substance use status	29	22.5%	42	[Bar chart showing 22.5% rating Good to Excellent]				
Good safety status	31	24.0%	40	[Bar chart showing 24.0% rating Good to Excellent]				
Good cholesterol status*	33	25.6%	41	[Bar chart showing 25.6% rating Good to Excellent]				
Good blood pressure	117	90.7%	77	[Bar chart showing 90.7% rating Good to Excellent]				
Good aerobic exercise score	117	90.7%	77	[Bar chart showing 90.7% rating Good to Excellent]				
Good weight status	100	77.5%	78	[Bar chart showing 77.5% rating Good to Excellent]				
Wears seat belts regularly	103	79.8%	79	[Bar chart showing 79.8% rating Good to Excellent]				
Happy and content	112	86.8%	79	[Bar chart showing 86.8% rating Good to Excellent]				
Adequate sleep, 7-8 hour per day	113	87.6%	80	[Bar chart showing 87.6% rating Good to Excellent]				
Less than 5 sick days per year	90	69.8%	73	[Bar chart showing 69.8% rating Good to Excellent]				
Doing Well	92	71.3%	74	[Bar chart showing 71.3% rating Good to Excellent]				
Overall Wellness	116	89.9%	88	[Bar chart showing 89.9% rating Good to Excellent]				
Good cholesterol status*	117	90.7%	88	[Bar chart showing 90.7% rating Good to Excellent]				
Good blood pressure	66	51.6%	49	[Bar chart showing 51.6% rating Good to Excellent]				
Good aerobic exercise score	70	54.7%	52	[Bar chart showing 54.7% rating Good to Excellent]				
Good weight status	37	28.9%	48	[Bar chart showing 28.9% rating Good to Excellent]				
Wears seat belts regularly	25	19.5%	41	[Bar chart showing 19.5% rating Good to Excellent]				
Happy and content	39	30.2%	40	[Bar chart showing 30.2% rating Good to Excellent]				
Adequate sleep, 7-8 hour per day	35	27.1%	39	[Bar chart showing 27.1% rating Good to Excellent]				
Less than 5 sick days per year	21	16.3%	35	[Bar chart showing 16.3% rating Good to Excellent]				
Doing Well	43	33.3%	44	[Bar chart showing 33.3% rating Good to Excellent]				
Overall Wellness	123	95.3%	91	[Bar chart showing 95.3% rating Good to Excellent]				
Doing Well	124	96.1%	94	[Bar chart showing 96.1% rating Good to Excellent]				
Overall Wellness	114	88.4%	68	[Bar chart showing 88.4% rating Good to Excellent]				
Overall Wellness	112	86.8%	68	[Bar chart showing 86.8% rating Good to Excellent]				
Doing Well	84	66.1%		[Bar chart showing 66.1% rating Good to Excellent]				
Overall Wellness	80	63.0%		[Bar chart showing 63.0% rating Good to Excellent]				
Doing Well	104	80.6%		[Bar chart showing 80.6% rating Good to Excellent]				
Overall Wellness	102	79.1%		[Bar chart showing 79.1% rating Good to Excellent]				
Doing Well	12	9.3%	36	[Bar chart showing 9.3% rating Good to Excellent]				
Overall Wellness	17	13.2%	38	[Bar chart showing 13.2% rating Good to Excellent]				

Previous: 05/04 to 05/04  
 Current: 05/05 to 05/05

\* LDL and HDL, if tested, may influence the overall cholesterol score.



# PWP Group Progress Report

McLean County Employees

## Clinical Tests

The Clinical Summary of the Group Report shows changes in specific health tests. Average values are listed for current and previous testing data. The percent improvement for the average test results is shown in graph form.

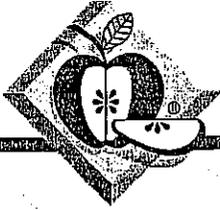
### -- Evaluation --

This group has improved in 7 of the 12 clinical tests listed. Those areas showing improvement, in average test results, are listed below. Areas marked with a ★ indicate major improvement (6% or more) has occurred.

- ⊕ Total cholesterol
- ⊕ HDL cholesterol
- ⊕ LDL cholesterol
- ★ Triglycerides
- ⊕ Body mass index
- ★ Cholesterol/HDL ratio
- ★ Grip strength

	# of people tested		Percent Improved	Percent Improvement				
	Previous	Current		0	5	10	15	20
Systolic Blood Pressure	124	125.8	126.0	0.0%				
Diastolic Blood Pressure	124	77.0	82.4	0.0%				
Cholesterol (mg/dl)	127	199.9	196.6	1.6%				
HDL level (mg/dl)	127	45.3	47.8	5.4%				
LDL level (mg/dl)	123	127.3	123.6	2.9%				
Triglycerides (mg/dl)	126	133.2	122.5	8.1%				
Glucose (mg/dl)	127	91.8	94.5	0.0%				
Body mass index	129	28.6	28.3	1.2%				
Waist/hip ratio	16	0.87	0.89	0.0%				
Cholesterol/HDL ratio	127	4.6	4.3	6.8%				
Grip Strength (KG)	121	78.2	90.0	15.0%				
Waist girth (in)	16	36.5	37.3	0.0%				

**Personal Wellness Profiles  
Executive Summary Report  
McLean County Employees  
2005**



# Executive Summary Report

## Personal Wellness Profile Executive Summary McLean County Employees

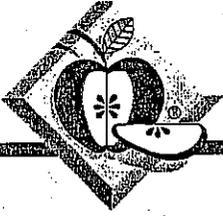
### Scientific Basis for the Personal Wellness Profile

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Provided by  
**Carle Clinic**



## Introduction

This report summarizes the primary health findings for those individuals who completed the Personal Wellness Profile (PWP) health assessment. Group health needs and risks are presented along with recommendations for initiating risk reduction and health enhancement programs. This information is very helpful in planning a comprehensive health enhancement program for the participant population.

Improved control of behavioral risk factors, such as:

- ◆ use of tobacco
- ◆ alcohol
- ◆ drugs
- ◆ lack of exercise
- ◆ poor nutrition

could prevent:

- ◆ 1/2 of all premature deaths
- ◆ 1/3 of all cases of accidental disability
- ◆ 1/2 of all causes of chronic disability

From a report of the U.S. Preventive Services Task Force

## Health Practices

By living a healthful lifestyle, much can be done to prevent serious illness and premature death. Recently, the U.S. Task Force on Disease Prevention and Health Promotion delivered a report to the health care providers of the nation. They stated that "the most effective interventions available to clinicians for reducing incidence of disease and disability in the United States are those that address the personal health practices of patients."

## Group Needs

The PWP Executive Summary Report highlights those personal health practices most closely associated with high risk for disease and premature death. The most likely causes of death and disability for the participant population are shown with the prevalence of each contributing risk factor.

## Health Age and Quality of Life

The impact of lifestyle is dramatically shown in the Health Age Summary. Studies show that most people could add five to 10 years or more to their life expectancy by choosing to follow good health practices. The potential for increased life expectancy for your group is shown.

Participant quality of life is illustrated using Health Status scores. These are compared with national norms.

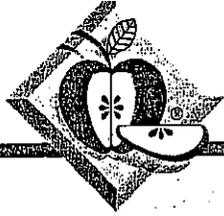
## Risk Reduction

The last section makes recommendations for specific interventions to reduce identified health problems in your organization. Based on this information, specific goals and planning can be provided for reducing risks, enhancing health, and improving the productivity of your group.

## Demographics

There were 227 individuals from this group who participated in the wellness assessment program. The group consisted of 88 men and 139 women. The average age of the group was 45. The health norms and comparisons used in this report are based on these demographics.

The ethnicity mix was 83% Caucasian, 3% Black, 2% Asian, 3% Hispanic, 3% Native American, and 0% other races. 6% chose not to indicate their ethnicity.



# Executive Summary Report

McLean County Employees

## Health Hazards

This report shows the personal health practices and risks of your group ranked by leading causes of death nationwide. Both the number and percent of people with each risk factor are shown.

## Reducing Risk

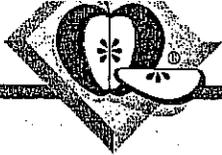
Reducing the number of people with these health risks can significantly decrease health problems and costs, while improving the health and productivity of the individuals. (Note: Concise Plus Profile does not include Factors with an asterisk) (1) If done, waist girth or % fat may override BMI.

### Cardiovascular (697,754 deaths per year)

Contributing Risk Factors	#	%
Personal history of heart disease, stroke or diabetes	19	8
Family history of heart disease	62	27
High total cholesterol (240+ or 200+ if CHD or Diabetes)	23	10
High LDL cholesterol (160+ or 130+ if CHD or Diabetes)	30	13
Low HDL cholesterol (less than 40)	59	26
High blood pressure (140/90 and above)	66	29
Smoking	38	17
Diabetes/high blood sugar (100+ fast, 140+ non)	47	21
Low aerobic exercise score	74	33
Excess weight (BMI > 25, high waist girth or % fat) (1)	160	70
*Abnormal ECG	0	0
High overall coronary risk	98	43

### Cancer (558,847 deaths per year)

Contributing Risk Factors	#	%
Personal history of cancer	10	4
Tobacco use (all forms)	43	19
Drinking more than recommended (more than 1-2/day)	22	10
High-fat diet	51	22
Low-fiber diet	181	80
Fruits and vegetables (less than 5/day)	167	74
Excess weight (BMI > 25, high waist girth or % fat) (1)	160	70
Bowel disease	13	6
*Positive blood in stool	0	0
*Positive PSA (9 men)	3	1



**Accidents**

(102,303 deaths per year)

<b>Contributing Risk Factors</b>	<b>#</b>	<b>%</b>
Does not wear seat belt all the time	8	4
*No working smoke alarm in home	15	7
Drinks and drives occasionally	13	6
Does not use good lifting technique	21	9
*Does not wear a helmet when applicable	59	26

**Lung Disease**

(125,500 deaths per year)

<b>Contributing Risk Factors</b>	<b>#</b>	<b>%</b>
Smoking (cigarettes)	38	17
*Low lung function (FEV1 <80% of predicted)	0	0
No regular exercise	74	33
Unusual shortness of breath	7	3
Chronic bronchitis or emphysema (COPD)	5	2

**Diabetes**

(73,119 deaths per year)

<b>Contributing Risk Factors</b>	<b>#</b>	<b>%</b>
Personal history of Diabetes	12	5
High blood sugar (100+ fasting, 140+ non)	42	19
Poor weight score (score < 50 or high waist girth)	160	70

**Cirrhosis, Liver**

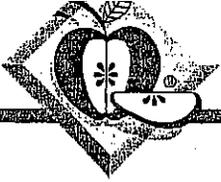
(27,045 deaths per year)

<b>Contributing Risk Factors</b>	<b>#</b>	<b>%</b>
Drinking more than recommended (more than 1-2/day)	22	10

**Suicide**

(30,646 deaths per year)

<b>Contributing Risk Factors</b>	<b>#</b>	<b>%</b>
"I have recently thought about ending my life"	0	0
"Feel down-hearted and blue"	21	9
"Have been a happy person" .. "little of the time"	16	7



## Other Key Health Practices

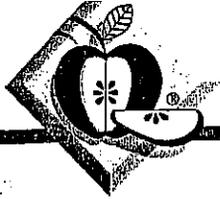
Lifestyle Risks	#	%
Low nutritional status	178	78
Heavily stressed (often have trouble coping)	6	3
Numerous stress signals present (3 or more)	8	4
Very unhappy with life	6	3
Low in sleep (less than 7 hours per day))	86	38
Low energy level (feel tired most the time)	48	21
Have no good social support system	12	5
Regularly use drugs that affect mood or ability to relax or sleep	24	11
*Consumes caffeine heavily (6 or more servings per day)	12	5

## Disease States

Disease States	#	%
*Allergies	74	33
*Arthritis	29	13
Asthma	27	12
*Blindness or trouble seeing	7	3
Bowel polyps or inflammatory bowel disease	13	6
*Cataracts	8	4
*Deafness or trouble hearing	8	4
*Glaucoma	8	4
*Kidney disease	3	1
*Macular degeneration (AMD)	4	2
Sciatica or chronic back problem	11	5
*Skin problems or dermatitis	22	10
*Ulcer or bleeding in stomach or bowels	9	4
Chronic bronchitis or emphysema (COPD)	5	2
Personal history of diabetes	12	5
Personal history of heart disease or stroke	19	8
Personal history of cancer	10	4

## Medical Care Summary

Medical Care Issues	#	%
*Doctor visits in past 12 months -	207	91
Sick and missed work 5 or more days last year	54	24
*Spent at least 1 day in hospital last year	14	6



## Health Status and Quality of Life

This is an evaluation of your population's current health status, including:

- ◆ Health perception and health status change.
- ◆ Functional status, both physical and social, as well as limitations due to physical or emotional problems.
- ◆ Well-being including bodily pain, mental health, and energy level.

By monitoring health status change over time, general health outcomes from medical care and health interventions can be measured. This type of research can help determine what procedures, treatments, and health care delivery methods are most effective or ineffective in enhancing personal health.

## Health Age

### Good Health Practices

- ◆ Not smoking
- ◆ Eat a good breakfast daily
- ◆ Regular aerobic exercise
- ◆ Weight in desirable range
- ◆ None or light drinking
- ◆ Seven to eight hours of sleep daily
- ◆ Avoid frequent snacking

## Health Status and Quality of Life (HSQ-12)

Quality of Life Scale	Group Score	U.S. National Norms*	Low Scores (n)	Low Scores (%)
Physical Health Composite Score (PCS) <small>males females</small>	51.89 50.02	51.05 49.07	4 19	4.9 14.4
Mental Health Composite Score (MCS) <small>males females</small>	50.15 47.94	50.73 49.33	13 26	15.9 19.7

Note: Low scores are 40 or less. A high score is desirable

The participants' perceptions of their physical and mental health explains the variability of these scores. Compared to national norms, higher scores indicate better functioning and a higher than average quality of life. Lower scores indicate unsatisfactory mental outlook or poor perception of physical health.

Very low scores are associated with a number of health and health care consequences. These include limitations in physical activities, subsequent job loss, increased hospital stays, increase in doctor visits, probability of a chronic condition, likelihood of depression, and likelihood of five-year survival. These scores are compared with national norms.

\* Ware, JE; Kosinski, M; Keller, SD. The Health Institute, New England Medical Center; *SF-12 An Even Shorter Health Survey*, Medical Outcomes Trust Bulletin, January 1996.

Ware, JE; Kosinski, M; Keller, SD. *A 12-Item Short-Form Health Survey SF-12: Scale Construction and Preliminary Tests of Reliability and Validity*, Medical Care, 1996.

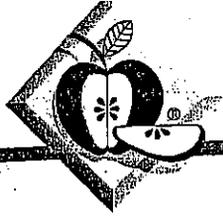
## Health Age Summary

One's choice of health practices has a significant effect on health and longevity. In a prospective study of some 7,000 people for 15 years, people who followed a healthy lifestyle lived on average 11.5 years longer than those with poor health practices, e.g., smoking, living a sedentary lifestyle, poor eating habits, being overweight, etc.

The health practices of people in your organization were compared to this study population to determine the effect of their lifestyle on longevity.

Average Age	Average Health Age	Average Achievable Age	Potential Years of Added Life for Group
44.9	45.0	39.5	1,245.7

The average person in this group may add 5.5 years to his or her life expectancy by maintaining good health practices. For the entire group of 227 people, over 1,245.7 person years may be gained. The addition of these person years is invaluable. People will feel better and be more productive all the years of their lives.



## *Recommended Health Actions*

Based on the prevalence of health risks identified in this group, the following intervention programs are recommended. They are listed in order of need. Additional programs may include Healthy Pregnancy, Living with Diabetes, and Senior Living.

### *Nutrition*

#### **1. Better Nutrition**

*(78% showed need for making nutritional changes)*

Good nutrition is a positive step toward preventing heart disease, cancer, obesity, osteoporosis, and improving general health and resistance to disease.

### *Fitness*

#### **2. Improving Fitness**

*(75% showed need for improving fitness levels)*

Regular exercise is a positive lifestyle practice that helps prevent many serious health problems: heart disease, stroke, diabetes, obesity, hypertension, and osteoporosis. It also helps ease tension and generally builds energy, self-worth, and motivation for other healthy practices such as not smoking and better nutrition. A good fitness program can form the foundation for a good health enhancement program.

### *Cancer*

#### **3. Cancer Risk Reduction**

*(74% have higher cancer risk)*

These individuals could make lifestyle changes to significantly reduce their cancer risk. The National Cancer Institute has stated that most premature deaths from cancer could be prevented by lifestyle changes and regular preventive exams.

### *Weight Management*

#### **4. Weight Management**

*(70% are above their recommended weight range)*

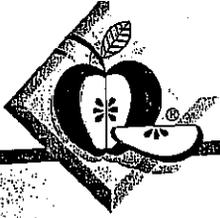
Weight control is a commonly reported need. By losing or preventing excess weight, risk for heart problems, cancer risk, hypertension, diabetes, and other serious health problems can be prevented. Losing weight can also have a positive effect on self-image.

### *Coronary Risk*

#### **5. Coronary Risk Reduction**

*(68% have a moderate to high coronary risk)*

These individuals are high risk due to existing disease, current symptoms, or multiple (two or more) risk factors. Emphasis on reducing overall coronary risk and a systematic program to build heart health are always important.



## *Cholesterol*

### **6. Managing Cholesterol Levels**

**(52% had cholesterol over recommended levels)**

Lowering cholesterol levels can significantly reduce risks for heart disease. For every 1% cholesterol is lowered, the risk for heart disease drops by 2%. A program of nutritional education, dietary counseling, and medical referral is needed for these individuals.

## *Blood Pressure*

### **7. Managing High Blood Pressure**

**(29% had elevated blood pressure levels, 140/90 and above)**

Reducing blood pressure is a proven effective way to reduce risk for cardiovascular disease and increase longevity. Much can be done to control high blood pressure through lifestyle changes and medications. Regular opportunities for blood pressure checks, education programs, and medical referral are needed to decrease this problem.

## *Stress*

### **8. Managing Stress**

**(20% are bothered by excessive stress or have an MCS score < 40)**

Excessive stress or poor coping ability can lead to diseases of the body and mind including ulcers, tension headaches, back problems, depression, and decreased job satisfaction and performance. Learning good stress management techniques can help people deal better with stress before it causes serious problems.

## *Smoking*

### **9. Quit Smoking**

**(18% are smokers)**

Smoking cessation significantly reduces health risks and health care expense. Smoking is the most preventable cause of premature death in the United States.

## *Alcohol*

### **10. Alcohol Management**

**(10% report drinking more than recommended)**

High levels of drinking lead to high accident rates, decreased job performance, and serious health problems including cirrhosis of the liver and increased cancer risk. Alcohol awareness education and referral help for those dependent upon alcohol can have a significant impact on the health of these individuals.

## *Back Care*

### **11. Better Back Care**

**(9% do not know or practice correct lifting techniques)**

Back injury is a major cause of injury and medical expense for most organizations. Education and training programs in lifting and back care are vital for this group.



## Your Next Step

To reduce costs and enhance health, the *next step* must be taken -- implementing risk-reduction actions. Providing a class or a self-study guide for reducing known risks is a vital step. This table identifies the number of people in your group who could benefit from one or more of these risk-reduction interventions.

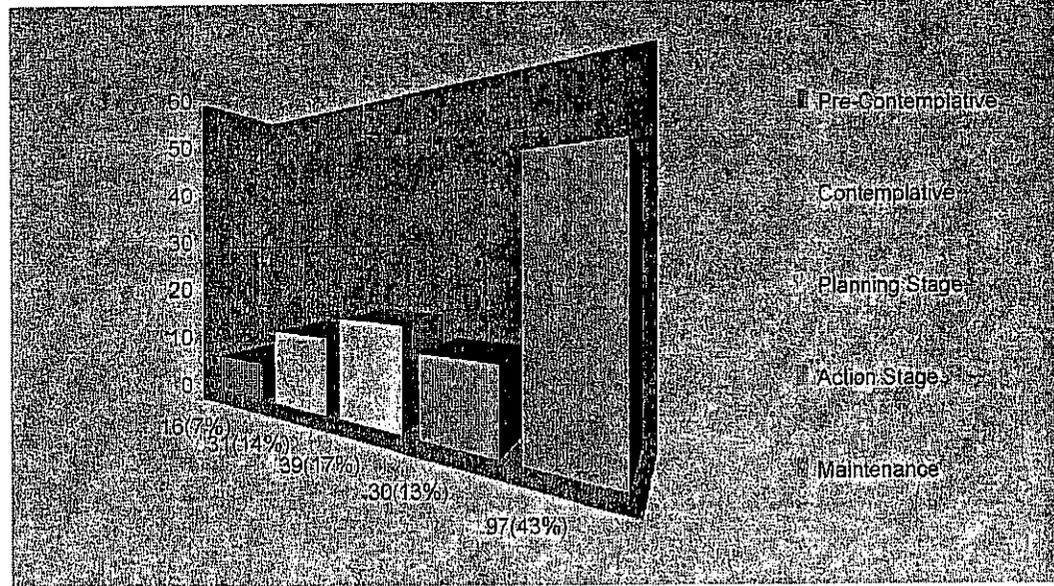
## Health Action Opportunities

Self-Help Study Guide or Class	Number of People	Percent of Group
Alcohol Management	22	10
Better Nutrition	178	78
Healthy Pregnancy	10	4
Managing High Blood Pressure	66	29
Improving Fitness	170	75
Living With Diabetes	12	5
Managing Cholesterol Levels	117	52
Stress Management	46	20
Protecting Your Heart	155	68
Quit Smoking	40	18
Senior Living	43	19
Strengthen Your Back	21	9
Weight Management	160	70

## Readiness to Change

When planning your intervention strategies, it is valuable to know what portion of your group is ready to make changes for a healthier lifestyle. This graph illustrates the distribution of responses to the "live an overall healthy lifestyle" question in the "Readiness to Change" section, and includes only those who answered this question. The percentages are taken from the total population in this group.

## Estimated Readiness to Change Distribution



Participants in the precontemplative stage are not ready to make change but are ideal targets for health awareness strategies. Those in the contemplative stage need more information with encouragement and incentives. Those who are planning lifestyle improvements may need additional tools and methods for making those changes. Those in the action and maintenance stages continue to need encouragement with positive support and reinforcement.

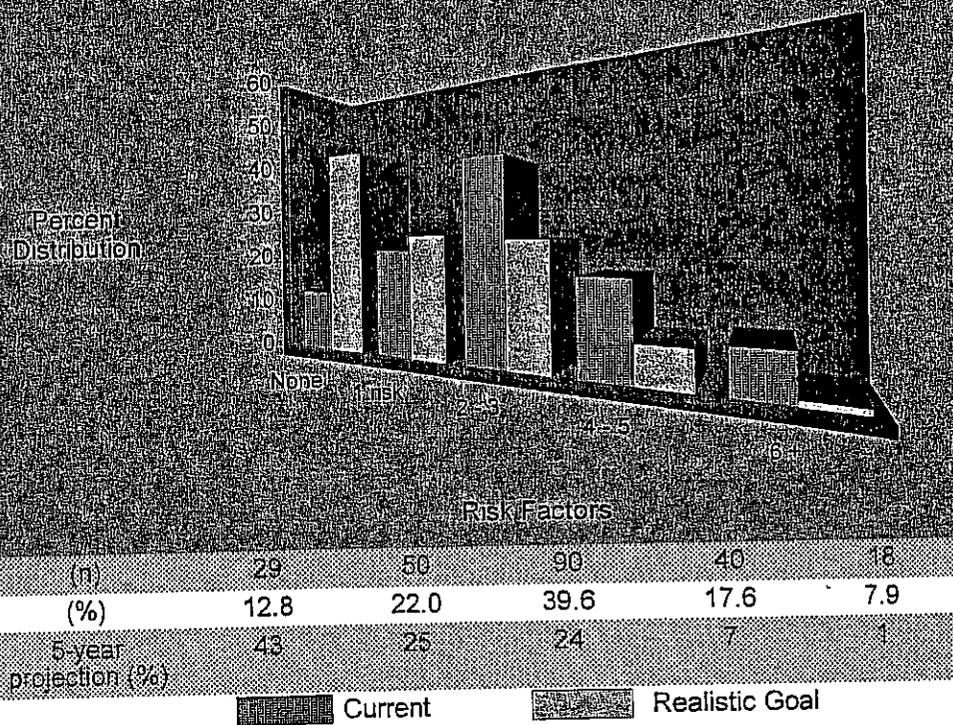
## Economic Impact of Major Health Risks

The national health care expenditure is currently 15% of the nation's gross national product, or nearly \$6,000 per person per year. Due to high health care costs, many organizations are keenly interested in the financial savings that wellness programs can provide. Over two-thirds of all companies surveyed have initiated wellness and safety programs to help curb these fast-rising costs. Recent scientific research reveals significant cost savings can be achieved by reducing health risks. Other benefits include increased productivity and job satisfaction and decreased lost time from sickness.

### Risk Factors Associated with Higher Medical Claims:

- ◆ 5+ sick days/year
- ◆ Monthly drug use
- ◆ 21+ alcohol drinks/week
- ◆ Smoker
- ◆ Sedentary
- ◆ Occasional seat belt use
- ◆ Low life satisfaction
- ◆ 3+ stress signs
- ◆ > 20% overweight
- ◆ Systolic BP  $\geq$  140
- ◆ Health age > 4 years over potential health age
- ◆ Cholesterol > 240
- ◆ Diastolic BP  $\geq$  90
- ◆ Not satisfied with job
- ◆ Has COPD
- ◆ Serious health problem
- ◆ Poor health perception

## Preventable Risks Scale



## Preventable Risks and Health Care Costs

A number of health risk factors have been shown to be associated with higher medical claims (see side bar). The presence of multiple risk factors provides a better prediction of future claims experience than any single factor. Based on the risk factors of participants in this group, the average medical claim per person is projected to be \$3,028.76.\* (A)

When your group is compared to a group with zero risk factors (average claim = \$1,017.50), your average preventable cost per person is \$2,011.26 per year. However, to achieve zero risk factors for all people is not a realistic goal. A more realistic method of estimating preventable costs is to compare your group with a company that has had an ongoing comprehensive wellness program in place for a number of years (average claim = \$1,963.50). This comparison shows preventable costs per person for your group to be \$1,065.26.

Therefore, by reducing preventable risks with an effective ongoing wellness program, your group could achieve a realistic total savings of \$241,813.00 per year. ( $1,065.26 \times 227 = 241,813.00$ )

\* Average annual individual medical claims do not include spouse, dependent, or maternity claims.

(A) Adapted from - Yen, L. et. al., Associations between health risk appraisal scores and employee medical claims costs in a manufacturing company. American Journal of Health Promotion, 1991; 6(1):46-54. Claims have been present-value adjusted using average premium inflation rates.

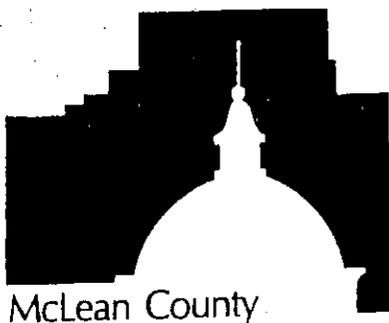
## 2005 Employee Wellness Budget

	<b>Proposed</b>	<b>Actual Cost</b>
<b>Carle Clinic</b>		
Screenings     \$40 x 250 persons = (\$35 x 232)	\$ 10,000	\$8,120
Health Risk Appraisal (Individual) \$10 x 250 = (\$11 x 227)	\$2,500	\$2497
Corporate Report & Postage		\$ 282.78
PSA                 \$30 x 65 men = (25 x 51)	\$1,950	\$1275
<b>Methodist Hospital</b>		
Mammograms \$124.50 x 40 women = \$127 x 46	\$ 4,000	\$5842
<b>BroMenn Medical center</b>		
Osteoporosis screening (heel)     \$5 x 50 = (74 x 5)	\$250	\$270
<b>Total estimated for screenings</b>	<b>\$18,700</b>	<b>\$18286.78</b>
<b>Amount paid by Benefit Fund for Screenings</b>		<b>\$12755.78</b>
<b>Health Alliance Insurance paid</b>	<b>8,000</b>	<b>- <u>5531.</u></b>
National Wellness Conference at Stevens Point, Wisconsin	\$600	313.10
Membership to WELCOA	365	292.
Incentives, supplies for fair and wellness activities	\$8,035	4,451.31
Wellness programs/Health Fair printing/paper	300	236.36
<b>Total amount requested</b>	<b>\$20,000</b>	<b>\$18,048.55</b>
Amount remaining \$1951.45		

## Proposed 2006 Employee Wellness Budget

<b>Carle Clinic</b>		
Screenings (Including Cholesterol, Glucose	\$36 x 250 persons =	\$9,000
Health Risk Appraisal (Individual and Corporate Report)	\$12 x 250 =	\$3,000
PSA	\$26 x 60 men =	\$1,560
<b>Methodist Hospital</b>		
Mammograms in mammogram van for women 40 and over	\$130.00 x 50 women =	\$ 6,500
<b>BroMenn Medical center</b>		
Osteoporosis screening (heel)	\$5 x 75 women and/or men =	\$375
<b>Total for screenings</b>		<b>\$20,435</b>
Health Alliance Insurance will pay for employees having HMO policy	Deduct insurance payment	- <u>8,000</u>
<b>Amount paid by Benefit Fund for Screenings</b>		<b>\$12,435</b>
National Wellness Conference at Stevens Point, Wisconsin		\$ 600
Membership to WELCOA		300
Incentives, supplies for fair and wellness activities		\$6,400
Scholarships for Weight Watchers		600
Wellness programs/Health Fair printing/paper		300
<b>Total amount requested</b>		<b>\$20,635</b>

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Health Department

200 W. Front St. Room 304 Bloomington, Illinois 61701 (309) 888-5450

## Memorandum

To: Honorable Members of the McLean County Board Finance Committee

From: Robert J. Keller, Director 

Date: December 27, 2005

Re: Items for Submission to the County Board Finance Committee

Following are items to be presented to the Finance Committee of the McLean County Board for the month of January:

### **Budget Amendment – Grant Fund 0105**

Grant expenditures related to a small asthma grant and digital walking meters that were purchased for resale to some Heart Smart participants, contributed to the general appropriation for grant fund 0105 being exceeded. Originally, it was anticipated that the expenditures and revenue sources from these two areas would not result in the appropriation being exceeded during calendar year 2005. Another major contributing factor for the appropriation being exceeded is the balance of payments between the first half of state fiscal year 2006 (July 1<sup>st</sup> through December 31<sup>st</sup>) and the second half (January 1<sup>st</sup> through June 30<sup>th</sup>). In aggregate, it is anticipated that fund 0105 would have been over-expended by approximately \$5,500 absent the amendment. Revenues from the asthma grant and sale of digital walking meters, offset the expenditures.

### **Amendment to the Chapter 21 of the McLean County Code-Animals**

It is being proposed that Section 21.22-3 of the County Code be amended to increase the rabies inoculation tag issuance fee for replacement tags from \$1.00 to \$2.00. The amendment also removes reference to the Treasurer's Office as the collection agent. The Treasurer's Office has not been involved in dog registration or tag issuance fee collection for nearly four years. The change will allow the Health Department's animal control program to better track tag number changes and collect revenue to offset the cost of the tag and data entry.

### **2005 County Wellness Program Report and Proposal for the 2006 program**

The attached report and cover letter from Health Promotion and Program Manager Jan Morris provides an overview of the results of the 2005 health screening program, an overview of the 2005 wellness program activities, and a proposal for the 2006 program. For the past two years the wellness program has been integrated with the County's Health Alliance health insurance coverage through Carle Clinic. As the report points out, the County is beginning to see incremental progress both in terms of employee participation and outcomes.

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF P. A. "SUE" BERGLUND  
AS A MEMBER OF THE  
MCLEAN COUNTY EXTENSION BOARD

**WHEREAS**, due to the expiration of term of P. A. "Sue" Berglund as a member of the McLean County Extension Board, it is advisable to consider an appointment or reappointment to this position; and,

**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of Chapter 505, Illinois Compiled Statutes, Section 45/7 has the responsibility to fill a one-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

**BE IT RESOLVED** that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of P. A. "Sue" Berglund as a member of the McLean County Extension Board for a one-year term due to expire on November 30, 2005, or until a successor shall have been qualified and appointed.

**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Reappointment to P. A. "Sue" Berglund.

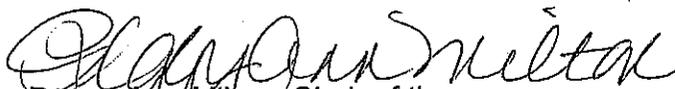
**ADOPTED** by the County Board of McLean County, Illinois, this 17<sup>th</sup> day of January 17, 2006.

**APPROVED:**



Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**



Peggy Ann Milton, Clerk of the  
County Board of the County of  
McLean, Illinois

STATE OF ILLINOIS  
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF DIANE BOSTIC  
AS A MEMBER OF THE  
MCLEAN COUNTY EXTENSION BOARD**

**WHEREAS**, due to the expiration of term of Diane Bostic as a member of the McLean County Extension Board, it is advisable to consider an appointment or reappointment to this position; and,

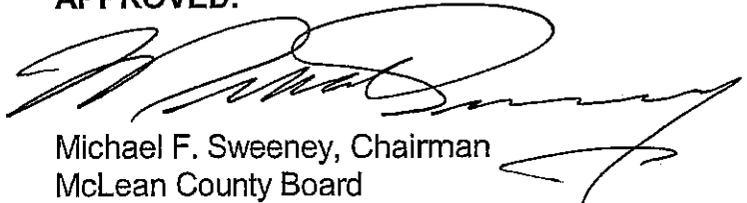
**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of Chapter 505, Illinois Compiled Statutes, Section 45/7 has the responsibility to fill a one-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

**BE IT RESOLVED** that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Diane Bostic as a member of the McLean County Extension Board for a one-year term due to expire on November 30, 2006, or until a successor shall have been qualified and appointed.

**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Reappointment to Diane Bostic.

**ADOPTED** by the County Board of McLean County, Illinois, this 17<sup>th</sup> day of January, 2006.

**APPROVED:**

  
Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**

  
Peggy Ann Milton, Clerk of the  
County Board of the County of  
McLean, Illinois

STATE OF ILLINOIS  
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF BOB NUCKOLLS  
AS A MEMBER OF THE  
MCLEAN COUNTY EXTENSION BOARD**

**WHEREAS**, due to the expiration of term of Bob Nuckolls as a member of the McLean County Extension Board, it is advisable to consider an appointment or reappointment to this position; and,

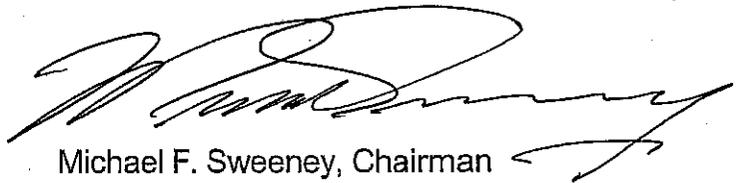
**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of Chapter 505, Illinois Compiled Statutes, Section 45/7 has the responsibility to fill a one-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

**BE IT RESOLVED** that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Bob Nuckolls as a member of the McLean County Extension Board for a one-year term due to expire on November 30, 2006, or until a successor shall have been qualified and appointed.

**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Reappointment to Bob Nuckolls.

**ADOPTED** by the County Board of McLean County, Illinois, this 17<sup>th</sup> day of January, 2006.

**APPROVED:**

  
Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**

  
Peggy Ann Milton, Clerk of the  
County Board of the County of  
McLean, Illinois

STATE OF ILLINOIS  
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF TARI RENNER  
AS A MEMBER OF THE  
LAW AND JUSTICE COMMISSION MOBILE TEAM UNIT #8 DISTRICT**

**WHEREAS**, due to the expiration of term of Tari Renner as a member of the Law and Justice Commission Mobile Team Unit #8 District, it is advisable to consider an appointment or reappointment to this position; and,

**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 50 Illinois Compiled Statutes Section 720/1 has the responsibility to fill a one-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

**BE IT RESOLVED** that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Tari Renner as a member of the Law and Justice Commission Mobile Team Unit #8 District for a one-year term due to expire on November 30, 2006, or until a successor shall have been qualified and appointed.

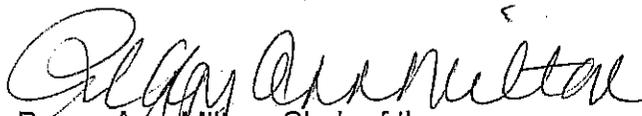
**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Reappointment to Tari Renner.

**ADOPTED** by the County Board of McLean County, Illinois, this 17<sup>th</sup> day of January 17, 2006.

**APPROVED:**

  
Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**

  
Peggy Ann Milton, Clerk of the  
County Board of the County of  
McLean, Illinois

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF DOROTHY STEWART  
AS A TRUSTEE OF THE HINTHORN CEMETERY DISTRICT

WHEREAS, due to the expiration of term on August 31, 2005, of Dorothy Stewart, on the Board of Trustees of the Hinthorn Cemetery District, it is advisable to consider an appointment to this position; and

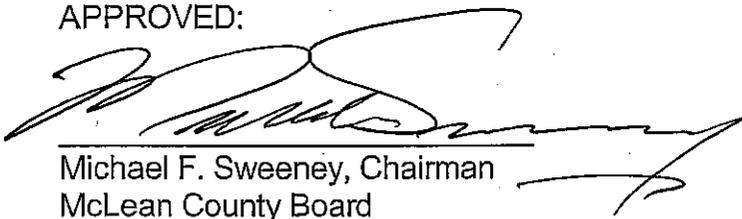
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Dorothy Stewart as a Trustee of the Hinthorn Cemetery District for a six-year term to expire on August 31, 2011, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of appointment to John W. Baker, Secretary-Treasurer of the Hinthorn Cemetery Board.

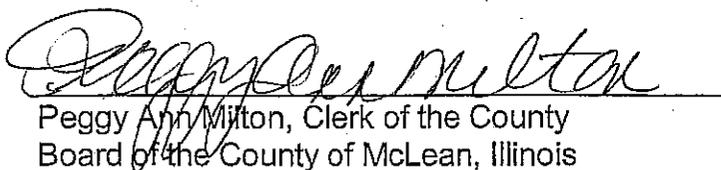
Adopted by the County Board of McLean, County, Illinois this 20th day of September, 2005.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County  
Board of the County of McLean, Illinois

STATE OF ILLINOIS  
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF KENT CRUTCHER  
AS A MEMBER OF THE EMERGENCY TELEPHONE SYSTEMS BOARD**

**WHEREAS**, due to the expiration of term of Kent Crutcher as a member of the Emergency Telephone Systems Board it is advisable to consider an appointment or reappointment to this position; and,

**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

**BE IT FURTHER RESOLVED** that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Kent Crutcher as a member of the Emergency Telephone Systems Board for a term of four years to expire June 2007 or until a successor shall have been qualified and appointed.

**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Reappointment to Kent Crutcher and the Director of the Emergency Telephone System Board.

Adopted by the County Board of McLean County, Illinois, this 17<sup>th</sup> day of January, 2006.

**APPROVED:**

  
Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**

  
Peggy Ann Milton, Clerk of the County  
Board of the County of McLean, Illinois

STATE OF ILLINOIS  
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF TED LYONS  
AS A MEMBER OF THE EMERGENCY TELEPHONE SYSTEMS BOARD**

**WHEREAS**, due to the expiration of term of Ted Lyons as a member of the Emergency Telephone Systems Board it is advisable to consider an appointment or reappointment to this position; and,

**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a four-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

**BE IT FURTHER RESOLVED** that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Ted Lyons as a member of the Emergency Telephone Systems Board to fulfill the term set to expire January 2010 or until a successor shall have been qualified and appointed.

**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Appointment to Ted Lyons and the Director of the Emergency Telephone System Board.

Adopted by the County Board of McLean County, Illinois, this 17<sup>th</sup> day of January, 2006.

**APPROVED:**

  
Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**

  
Peggy Ann Milton, Clerk of the County  
Board of the County of McLean, Illinois

) STATE OF ILLINOIS     )  
  SS  
  COUNTY OF McLEAN    )

A RESOLUTION FOR APPOINTMENT OF LEE KLINTWORTH  
AS A MEMBER OF THE EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, due to the expiration of term of Lee Klintworth as a member of the Emergency Telephone System Board, it is advisable to consider an appointment to this position; and,

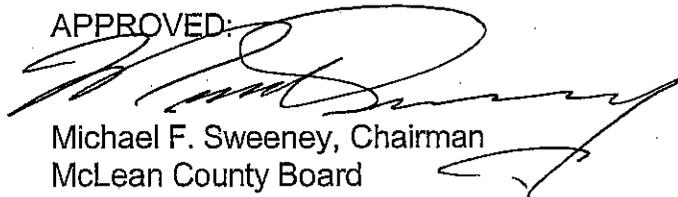
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 50, Section 750/15.4 et. seq. has the responsibility to fill a four-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Lee Klintworth as a Member of the Emergency Telephone System Board for a four-year term with the term expiring upon the third Tuesday in January, 2010, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Lee Klintworth and the Director of the Emergency Telephone System Board.

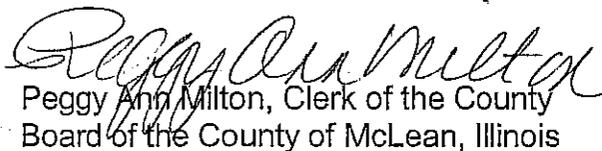
ADOPTED by the County Board of McLean County, Illinois, this 17th day of January, 2006.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County  
Board of the County of McLean, Illinois

) STATE OF ILLINOIS     )  
  SS  
  COUNTY OF McLEAN    )

A RESOLUTION FOR APPOINTMENT OF ALLAN GRIFFITH  
AS A MEMBER OF THE EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, due to the expiration of term of Dr. Allan Griffith as a member of the Emergency Telephone System Board, it is advisable to consider an appointment or reappointment to this position; and,

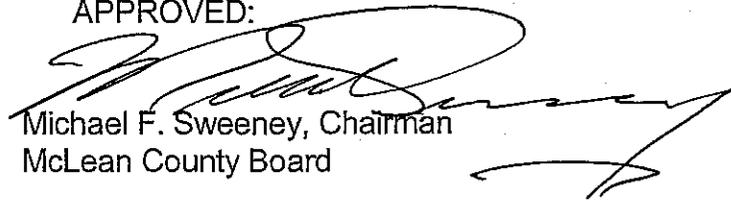
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 50, Section 750/15.4 et. seq. has the responsibility to fill the remainder of a four-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Dr. Allan Griffith as a Member of the Emergency Telephone System Board for a four-year term with the term expiring upon the third Tuesday in January, 2010, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Dr. Allan Griffith and the Director of the Emergency Telephone System Board.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of January, 2006.

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

  
Peggy Ann Milton, Clerk of the County  
Board of the County of McLean, Illinois

STATE OF ILLINOIS     )  
COUNTY OF McLEAN    )

A RESOLUTION FOR REAPPOINTMENT OF JEROME K. NORD  
AS A TRUSTEE OF THE  
SOUTHEASTERN McLEAN COUNTY WATER AUTHORITY

WHEREAS, due to the expiration of term for Jerome K. Nord, as a member of the Southeastern McLean County Water Authority, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 70, Section 2705/4, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Jerome K. Nord as a trustee of the Southeastern McLean County Water Authority for a three-year term that expires on February 19, 2009, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Jerome K. Nord and Hunt Henderson, attorney for the Southeastern McLean County Water Authority.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of January, 2006.

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

  
Peggy Ann Milton, Clerk of the County  
Board of the County of McLean, Illinois

A RESOLUTION FOR APPOINTMENT OF CARL F. TEICHMAN  
AS A MEMBER OF THE  
REGIONAL PLANNING COMMISSION

WHEREAS, due to the expiration of term on December 31, 2005 of William Bartley as a member of the Regional Planning Commission, it is advisable to consider an appointment or reappointment to this position; and,

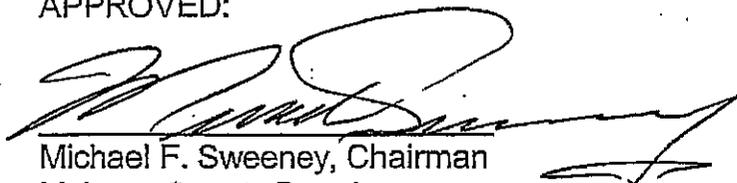
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 70, Section 2705/4, has the responsibility to fill a three year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Carl F. Teichman as a member of the Regional Planning Commission for a three year term to expire on December 31, 2008, or until a successor shall have been qualified and appointed.

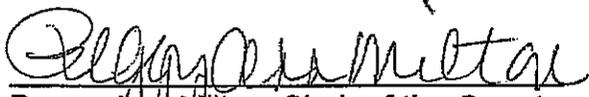
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Carl F. Teichman and the Director of the McLean County Regional Planning Commission.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of January, 2006.

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

  
Peggy Ann Milton, Clerk of the County  
Board of the County of McLean, Illinois

Members Gordon/Bostic moved the County Board approve the Consent Agenda as presented. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried

### RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the Normal Community High School varsity boys' football team during the 2005 football season; and,

WHEREAS, the Normal Community High School varsity boys' football team finished the 2005 season with an overall season record of 12 wins and 2 losses; and,

WHEREAS, the Normal Community High School varsity boys' football team placed Second in the Illinois State High School Association (ISHA) Class 6A Football Tournament; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Football Coach Hud Venerable; Normal Community High School football coaching staff; and Team Members Max Bacana, Shannon Cobb, David Lammers, Dan Frantz, Anthony Hamer, Jon Gannon, Craig Lutes, Sam Smith, Tim Christensen, Erik Hoeniges, Alex Buck, Shea Lierman, Nate Rapp, Jake Detmers, Matt Lucie, Joey Anderson, Alex Martin, Matt Ratcliff, Austin Davis, Sheldon Harper, Trevor Troutman, Chuck Turner, Devon Lindsay, Chris Poulard, Cornell Caldwell, Patrick Zalesiak, Steven Tucker, John Venerable, Kennedy Freeman, Chris Lawson, Sam French, Daniel Moore, Camden McIntosh, Chris Ward, Quen Vandermay-Kirkham, Jay Rodriguez, Andrew Hamer, Darren Dierkes, Lee McFarland, Mike Cross, Clifford Ford, Austin Kull, Nick Price, Anthony Shine, Richard Dawson, Tyler Sadlo, Mark Osnowitz, Derek Logue, Anthony Guevara, Kirkland Grant, Chris Roth, Jake Kretlow, Luke Smith, Mario Vasquez, Robert Howard, Billy Dickson, Mark Steadman, Tyson Pittman, Marcus King, Dan DeWeert, Dan Miller, Josh Jones, Matt Nickrent, and Shawn Cagle; now, therefore,

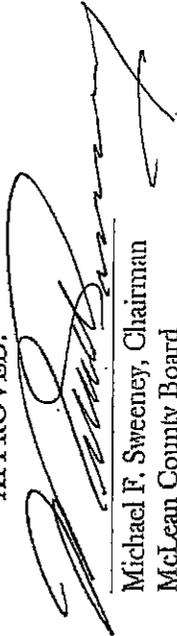
BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the Normal Community High School varsity boys' football team are to be congratulated on placing Second in the ISHA Class Football Tournament, and on an outstanding season.

APPROVED by the McLean County Board this 17<sup>th</sup> day of January, 2006.

ATTEST:

  
Peggy Ann Milton, Clerk of the McLean County Board  
McLean County, Illinois

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

Coach Venerable stated that he would like to recognize their superintendent Dr. Chapman who is also in attendance today. Coach Venerable indicated they were very grateful for this opportunity to come here and accept this recognition for their accomplishments this year. Coach continued that it certainly was an exciting year and enjoyable season for all at Normal Community. He stated that they are very fortunate this year to have some very outstanding student athletes who represented their team. Coach Venerable stated that here today are their six captains and these captains are the major reason why their leadership on their football team was probably as good as he has ever seen it in 30 years of high school coaching. He continued that they have had some great teams over the years and some great leaders but collectively this group really took it upon themselves to set their sights high. What they wanted to accomplish was to compete for a Big 12 Conference championship which they were fortunate to win. Coach Venerable continued that that wasn't going to be the end of the season for them. They set their minds to the next goal which was to advance to the State championship game to play for the State championship in Class 6A. He stated that if you saw them play this year you probably know one of the things that would stand out about this team is that it is a very unselfish team. They had a lot of contributors and a lot of good play. He continued that from their 60 man roster there were probably 44 or 45 that regularly contributed to their team. It was just a really solid team. He stated that he doesn't think there was one player that stood out week to week. They had some great individual accomplishments this year but it truly was a great team effort from three classes. Coach Venerable stated that they had sophomores, juniors, and a lot of seniors contributing. When they got to November, after they won the Conference championship, they defeated Rock Island High School in one of the first rounds of the playoffs. Then they defeated Bloomington High School again in the second round of the playoffs, and then went to Mt. Vernon, made a long trip down south for the quarter final round and defeated Mt. Vernon. Then they came back home and played Chicago Hubbard in the semi-final round and defeated them. Coach Venerable continued that they then went to play Morris High School in the 6A State championship game and he thinks their kids played a great football game that day. The results were not what they wanted but the effort, the way they competed, and the way they fought that day, he thinks everyone associated with their football program was proud of what they accomplished. It was a great season and certainly, they will remember this for a long, long time. Captains were introduced. Coach Venerable stated that these six guys, five seniors and one junior, are the ones that deserve the credit for the success that they had. They were an outstanding group of kids. He continued that he would be remiss if he didn't pass along his congratulations to his staff as well. He stated that he has two Hall of Fame football coaches that he's very fortunate to have on his staff along with some other great coaches. They are certainly very appreciative. He thanked the Board. Member Segobiano stated that he thinks it should also be noted that Coach Venerable had the defensive player of the year in the Big 12 Conference.

**EXECUTIVE COMMITTEE:**

Member Sorensen, Vice-Chairman, presented the following:



**DIETRICH LOCKARD GROUP<sup>SM</sup>**  
Integrated. Technology. Consulting.

**Scope of Work**

**Data Feasibility Study**

Dietrich Lockard Group shall develop data design (LAN, WAN) alternatives for the County. The following activities shall be completed:

- Analyze information already collected by DLG.
- Work with McLean IS personnel one day, on-site.
- Follow up with questions to IS personnel via voice and email.
- Review the present data network infrastructure.
- Prepare design choices and options for network upgrade to support VoIP.
- Review choices and options with McLean IS personnel.

The following deliverables shall be prepared in a report:

- Visio diagram of present network.
- Description of the alternative network configurations with their advantages and disadvantages.
- Visio diagrams of the alternatives.
- Budgetary pricing and cost of ownership for the alternatives and optional add-ons.
- Draft report for review with McLean IS personnel for changes and approval.
- Recommendations based on County data environment.

These recommendations will include installation, maintenance, hardware and software upgrades, County IS standards and security considerations.

The completion of the Data Feasibility Study will put the County in the solid position of knowing exactly what is required to progress with the VoIP project.

**Data Feasibility- Summary**

**Mode of Performance:** On-Site Interviews; site walkthrough; attendant study; review existing DLG data on the County; review of cabling and network documentation.

**Deliverables:** Feasibility Study Report and Recommendations

**Completion Indicator:** Approval of Feasibility Report by McLean County

**Estimated Duration (Weeks):** 2 – 3 weeks

**Fixed Fee:** \$6,480

**Travel & Living Expenses:** Included



**CONSULTING FEES AND EXPENSES**  
**For**  
**Data Feasibility Study**

DLG's total fee for the Data Feasibility Study is \$6,480.00. Travel and living expenses are included for the scope of work stated herein. The fee is payable as follows:

Milestone	Fee	Due upon Delivery and Acceptance by the County
Contract Signing	\$1,296	Signed Contract
Data Feasibility Study	\$5,184	Feasibility Report & Recommendations
<b>TOTAL</b>	<b>\$6,480</b>	

An invoice will be provided to the County upon acceptance of each of the Deliverable milestones. Dietrich Lockard Group will begin work immediately upon notification from the County.

If significant changes in the program occur, appropriate changes will be made in DLG's fee for the balance of the program. Any significant changes in the program will be billed at \$180 per consultant hour, after consultation with, and written approval from The County.

This agreement may be cancelled by either party upon written notice, in which case all fees incurred to date of cancellation are due and payable.

*Accepted for:*

**MCLEAN COUNTY GOVERNMENT**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

*Accepted for:*

**DIETRICH LOCKARD GROUP, INC.**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

Members Sorensen/Gordon moved the County Board approve a Request for Approval to enter into an Agreement with the Dietrich Lockard Group (DLG) to Perform a Survey, Analyze and Diagram the County's Wiring Infrastructure – Information Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:



**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5124

115 E. Washington, Room 202 P.O. Box 2400

Bloomington, Illinois 61702-2400

## Memo

**To:** McLean County Executive Committee and McLean County Board  
**From:** Craig Nelson, Director of Information Services  
**Date:** December 23, 2005  
**Re:** Professional Services Agreement with Dietrich Lockard Group.

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Information Services seeks approval to enter into an agreement with the Dietrich Lockard Group (DLG).

The agreement, attached, provides for DLG to perform a survey, analyze and diagram the County's current wiring infrastructure. This is in preparation for examining telephony options and assessing the readiness of the County's infrastructure for such a project.

Sufficient monies for this agreement in the amount of \$6,480 remain within the Fiscal Year 2005 budget.

Information Services respectfully requests permission to enter into the attached agreement.

Thank you



## Scope of Work

### Wireless Consulting

Dietrich Lockard Group shall develop wireless system infrastructure requirements that encompass both voice and data for the County. The following activities shall be completed:

- Prepare the wireless voice and data requirements against which the vendors will be evaluated, for review and approval by McLean IS personnel.
- Request updated quotation from vendor who has already submitted a quotation
- Request quotations from two additional vendors with the necessary voice as well as data credentials. (For a total of 3 vendor quotations).
- Invite the vendors to present in person or via Webinar for McLean IS and DLG.
- Conduct reference checks.

The following deliverables shall be prepared in a report:

- Evaluate the vendor proposals.
- Review draft evaluation with McLean IS personnel.
- Provide a written recommendation of vendor selection, complete with supporting documentation.

The completion of the Wireless Consulting project will allow the County to make a strategic purchase of its wireless system. Testing could be conducted for the VoIP wireless handsets of the vendors competing for the County's telephone system award.

### Data Feasibility- Summary

**Mode of Performance:** Prepare requirements for vendors; execute additional RFQs, schedule vendor presentations, perform vendor reference checks, evaluate proposals, make recommendation for vendor selection.

**Deliverables:** Wireless Consulting

**Completion Indicator:** Approval of Consulting Project by McLean County

**Estimated Duration (Weeks):** 2 – 3 weeks

**Fixed Fee:** \$5,760

**Travel & Living Expenses:** Included



**CONSULTING FEES AND EXPENSES  
 For  
 Wireless Study**

DLG's total fee for the Wireless Study is \$5760.00. Travel and living expenses are included for the scope of work stated herein. The fee is payable as follows:

<b>Milestone</b>	<b>Fee</b>	<b>Due upon Delivery and Acceptance by the County</b>
Contract Signing	\$1,156	Signed Contract
Wireless Study	\$4,604	Vendor Evaluation & Recommendations
<b>TOTAL</b>	<b>\$5,760</b>	

An invoice will be provided to the County upon acceptance of each of the Deliverable milestones. Dietrich Lockard Group will begin work immediately upon notification from the County.

If significant changes in the program occur, appropriate changes will be made in DLG's fee for the balance of the program. Any significant changes in the program will be billed at \$180 per consultant hour, after consultation with, and written approval from The County.

This agreement may be cancelled by either party upon written notice, in which case all fees incurred to date of cancellation are due and payable.

*Accepted for:*

**MCLEAN COUNTY GOVERNMENT**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

*Accepted for:*

**DIETRICH LOCKARD GROUP, INC.**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

Members Sorensen/Ahart moved the County Board approve a Request for Approval to Enter into an Agreement with the Dietrich Lockard Group (DLG) to Solicit Quotes for a Wireless Data Solution – Information Service. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5124

115 E. Washington, Room 202 P.O. Box 2400

Bloomington, Illinois 61702-2400

## Memo

**To:** McLean County Executive Committee and McLean County Board  
**From:** Craig Nelson, Director of Information Services  
**Date:** December 23, 2005  
**Re:** Professional Services Agreement with Dietrich Lockard Group.

Information Services seeks approval to enter into an agreement with the Dietrich Lockard Group (DLG).

The agreement, attached, provides for DLG to solicit quotes for a wireless data solution that will be implemented within the County's network. DLG will prepare specifications and evaluate proposed wireless solutions based upon criteria that is anticipated to leverage the wireless solution's relationship with potential telephony solutions.

Sufficient monies for this agreement in the amount of \$5,760 remain within the Fiscal Year 2005 budget.

Information Services respectfully requests permission to enter into the attached agreement.

Thank you

Service Agreement

This Service Agreement dated this \_\_\_\_\_ day of, \_\_\_\_\_ 2005

BETWEEN:

DOCVIEW, LLC of 4940 Contec Drive, Lansing, Michigan 48910

- AND -

McLean County Information Services of 104 W Front St., Bloomington, IL 61701 (herein referred to as "LEA")

IN CONSIDERATION OF THE COVENANTS and agreements contained in this Service Agreement, the parties to this Agreement agree as follows:

**Responsibilities and Compensation for each Party**

1. DOCVIEW, LLC will deliver the following goods: a TWAIN compatible duplex scanner approximately one week before scheduled implementation.
2. The "LEA" will accept the sum of \$5.00 for each report downloaded by an Insurance Company within 45 days of the actual download. A \$5.00 compensation will also be provided to the "LEA" for any report that is downloaded by a citizen or other entity (including Insurance Adjusters, Law Firms, Road Commissions, or other government agencies where fees are assessed, etc.). All participating police agencies have free access to the reports that are scanned to the TRACView system. This compensation will be provided to the "LEA" from DOCVIEW, LLC via check or direct deposit.
3. The "LEA" will scan or electronically send all traffic accident reports to the TRACView System within 24 hours of completion. This does not include weekends or Holidays as defined by employee contractual agreements.
4. The "LEA" will direct all Insurance Companies and other entity requests for traffic accident reports to the TRACView system within 30 days of implementation of TRACView. "LEA" will return all mailed purchase request within 45 days or sooner of implementation.
5. The "LEA" understands that any legally documented Insurance Agency, "LEA" or other entity deemed appropriate by the "LEA" and DOCVIEW, LLC may access the traffic accident images. The "LEA" authorized agent signing this agreement acknowledges this waiver.

**Claims**

6. DOCVIEW, LLC will provide a replacement scanner if the scanner fails to function properly within the first 30 days of use.

**Excuse for Delay or Failure to Perform**

- 7. DOCVIEW, LLC or the "LEA" will not be liable in any way for a delay, non-delivery or default due to labor disputes, transportation shortage, delays in receipt of material, priorities, fires, accidents and other causes beyond the control of the DOCVIEW, LLC or the "LEA".

**Cancellation**

- 8. DOCVIEW, LLC and "LEA" reserve the right to cancel this Agreement. Notice of cancellation in writing to the "LEA" or to DOCVIEW, LLC shall be made 30 day prior to the cancellation date. If equipment is provided by DOCVIEW, LLC and cancellation occurs within the first year, all equipment must be returned. If the "LEA" does not notify the DOCVIEW, LLC prior to the end of the first year, this agreement will be extended for succeeding one year periods unless either party notifies the other in writing at least 30 days prior to cancellation.

**Notices**

- 9. Any notice to be given or document to be delivered to either the DOCVIEW, LLC or "LEA" pursuant to this Agreement will be sufficient if delivered personally or sent by prepaid registered mail to the address specified above.

IN WITNESS WHEREOF the parties have executed this Service Agreement on this \_\_\_\_\_ day of, \_\_\_\_\_ 2005.

**McLean County Information Services**

**DOCVIEW, LLC**

\_\_\_\_\_  
Agency Management

\_\_\_\_\_  
DOCVIEW Management

\_\_\_\_\_  
Agency Witness

## Who's Using TRACView

The following 64 law enforcement agencies are successfully using TRACView to manage their accident reports:

### Colorado

- Ft. Collins Police Department

### Illinois

- Naperville Police Department

### Michigan

- Allegan County Sheriff Office
- Ann Arbor Police Department
- Auburn Hills Police Department
- Battle Creek Police Department
- Bay County Sheriff Office
- Beverly Hills Police Department
- Bloomfield Hills Public Safety
- Chesterfield Township Police Dept.
- Clinton County Sheriff Office
- East Lansing Police Department
- Eastpointe Police Department
- Farmington Public Safety
- Franklin Police Department
- Fraser Dept. of Public Safety
- Genesee County Sheriff Office
- Grosse Pointe Woods Public Safety
- Grosse Pointe Farms Police Department
- Harper Woods Police Department
- Hazel Park Police Department
- Huntington Woods Police Department
- Ingham County Sheriff Office
- Ionia County Sheriff Office
- Isabella County Sheriff's Office
- Kalamazoo Township Police Dept.
- Lansing Police Department
- Lathrup Village Police Department
- Livonia Police Department
- Macomb County Sheriff's Office
- Madison Heights Police Department
- Marine City Police Department
- Marysville Police Department
- Michigan State University Police Department
- Milford Police Department
- Montcalm County Sheriff Office
- Mount Clemens Police Department
- Mount Pleasant Police Department
- Muskegon County Sheriff Department
- Muskegon Police Department

- Northville Police Department
- Oak Park Police Department
- Oakland County Sheriff Office
- Orchard Lake Police Department
- Pontiac Police Department
- Rochester Police Department
- Roseville Police Department
- Royal Oak Police Department
- South Lyon Police Department
- St Clair Shores Police Department
- St Joseph County Sheriff's Office
- St. Clair Police Department
- Sylvan Lake Police Department
- Troy Police Department
- Utica Police Department
- Western Michigan University PD
- Warren Police Department
- Washtenaw County Sheriff Office
- Waterford Township Police Department
- White Lake Tsp Police Department
- Wixom Police Department
- Wolverine Lake Police Department
- Wyoming Police Department

## Tennessee

- Johnson City Police Department

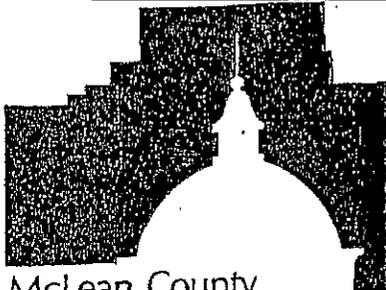
## Member Insurance Companies

The following insurance companies are just some of those using TRACView on a daily basis to access accident reports quickly, efficiently and economically.

- Allstate
- Auto-Owners
- Bristol West
- Choicepoint
- Cincinnati Insurance
- Enterprise Rent-A-Car
- Farm Bureau
- Farmers
- GMAC Insurance
- Hastings Mutual
- Liberty Mutual
- Metropolitan Reporting Bureau
- Michigan Insurance
- Nationwide
- North Pointe
- Progressive
- Prudential
- State Farm
- Titan

Members Sorensen/Cavallini moved the County Board approve a Request for Approval to Enter into an Agreement with Docview LLC to Supply a Scanner for the Sheriff's Records Department – Information Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:



**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5124

115 E. Washington, Room 202 P.O. Box 2400

Bloomington, Illinois 61702-2400

## Memo

**To:** McLean County Executive Committee and McLean County Board  
**From:** Craig Nelson, Director of Information Services  
**Date:** December 23, 2005  
**Re:** Tracview Accident Reporting Service

Information Services seeks approval to enter into an agreement with Docview LLC of Lansing, Michigan.

The agreement, attached, is a no-cost agreement with Docview, LLC, and has been reviewed with the Sheriff and the personnel in his records area.

Docview will supply McLean County Government with a scanner for the Sheriff's records department. At the end of each day, the accident reports will be scanned by the Sheriff's department and submitted to Docview using the Tracview software product.

These accident reports are then made available to citizens, insurance companies, etc for the standard \$5.00 report cost charged by the Sheriff's department, and a \$5.00 convenience fee charged by Tracview. Reports will continue to be available at the Records window area as they always have been, for the standard \$5.00 cost.

Enclosed is a list of agencies and insurance companies currently already utilizing Tracview.

Information Services respectfully requests permission to enter into the attached agreement.

Thank you

## DEVNET CAMA SYSTEM BETA TESTING AGREEMENT

### What is beta testing?

Beta testing is the final testing phase in the development of a software application prior to its official release. The purpose of beta testing is to get an application in the hands of users that can be trusted to perform the following tasks:

- Finding bugs in the new software application
- Suggesting features that are missing but required for proper operation of the application
- Suggesting changes that would improve the existing functionality in the new application
- Suggesting other features that would add value to the new software application
- Providing other feedback on the overall experience with the new software application

Beta testing is not only an important part of the software development process, but also provides a unique and exciting opportunity for the developers of the software to network with existing customers and potential users of the new software application.

### What is being Tested?

DEVNET is providing this opportunity to beta test its exciting new product, the DEVNET CAMA (Computer-Aided Mass Appraisal) System. The DEVNET CAMA System is a feature-rich appraisal system that provides Assessors with a suite of tools for performing everyday assessment and appraisal tasks. The DEVNET CAMA System was designed to use appraisal manuals from the Illinois Department of Revenue and Marshall & Swift, but can be configured to use virtually any other appraisal manual or combination of manuals available.

Certain counties may also be testing additional Parcel Maintenance functionality. The new Parcel Maintenance functionality is designed to replace the existing Parcel Maintenance and related screens, such as Name Maintenance, Exemption Maintenance, and Assessment Maintenance.

### What Beta Testers can Expect from DEVNET

Please see the included CAMA Overview for a detailed explanation of the functionality present in the DEVNET CAMA System.

In addition to the CAMA system itself, beta testers can look forward to the same quick response times they have become accustomed to from DEVNET. Beta testers will have direct access to DEVNET development staff during the testing cycle, eliminating any loss in translation from programming staff to customer.

Beta testers will receive a README with each new CAMA release outlining the changes since the last release, bug fixes, known issues, and what items need additional testing by users. New beta releases will occur every one to two weeks, and more often if any critical issues are discovered.

As a thank you for participating in the beta testing of the DEVNET CAMA System, beta testers will receive the following from DEVNET:

- One free license of APEX IV sketching software
- One free LEADTOOLS image processing license
- License/Support cost savings for the DEVNET CAMA System. Contact DEVNET for specifics regarding your site.

#### **What DEVNET Expects from Beta Testers**

DEVNET expects beta testers to provide feedback on every aspect of their experience with the DEVNET CAMA System. The only way this feedback can be provided is through the regular use of the DEVNET CAMA System.

More specifically, DEVNET is looking for beta testers to report on the following items in the DEVNET CAMA System:

- Software bugs
- Features that are missing but required for proper operation of the application
- Changes that would improve the existing functionality in the CAMA System
- Suggesting other features that would add value to the DEVNET CAMA System
- Providing other feedback on the overall experience with the CAMA System

Both positive and negative feedback is encouraged.

DEVNET, Inc. may, at its sole discretion, choose to terminate a beta testing agreement at any time. While the need to exercise this option is not expected, it may become necessary to terminate the agreement with a beta tester that is not satisfying expectations.

#### **System Requirements**

DEVNET, Inc. strives to make the best use of available technologies. Most modern PCs are capable of displaying much more information on the screen than they are configured to. In order to create the most clear, concise, and eye-pleasing presentation of appraisal data, your PC **must** be set to use a screen resolution of 1280x1024 pixels with normal font size.

#### **Important Considerations**

Please keep in mind that software in beta testing is not a finished product. As such, there may be bugs that cause the occasional loss or corruption of data. While DEVNET is unaware of any such problems at this time, there is always a possibility of their occurrence.

At the end of the beta testing period, it may be necessary to erase all data generated during the beta testing cycle. While DEVNET will try to avoid this scenario, you may voluntarily choose to have DEVNET erase your testing data at the end of the beta test.

**Non-Disclosure Agreement (NDA)**

Each beta tester will be required a separate NDA prior to installation of the DEVNET CAMA System. Failure to sign this NDA will result in the disqualification of the beta testing offer.

**Agreement and Consent**

I hereby give my consent, as an authorized representative of \_\_\_\_\_, to become a beta tester for the DEVNET CAMA System. Furthermore, I agree to all terms and items set forth in the DEVNET CAMA SYSTEM BETA TESTING AGREEMENT above.

Signed and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Authorized Representative of \_\_\_\_\_

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2005

\_\_\_\_\_  
Michael Gentry, President  
DEVNET, Inc.

**CONFIDENTIALITY AGREEMENT**  
Including Non-circumvention

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between DEVNET Inc. (hereinafter "DEVNET" or the "Disclosing Party") and the undersigned parties (individually or collectively "the undersigned" or "Receiving Party(ies)") as a prerequisite to exchange of information regarding database structures and other proprietary information.

W I T N E S S E T H :

WHEREAS, DEVNET proposes to provide the undersigned with certain confidential information; and

WHEREAS, DEVNET desires to protect its rights with respect to the confidentiality of the information provided pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

**1. Confidential Information.** For purposes of this Agreement, "Confidential Information" shall mean: any and all software source code, database structures, passwords, proprietary techniques, products, formulas, inventions, discoveries, formats, patents, processes, Disclosing Party's business plans, agreements, research, programs, teaching techniques, trade secrets, research and development, specifications, data, projections and customer and supplier identities and characteristics, customer lists, customer leads or potential customers, marketing strategies, copyrightable works of authorship, trademarks and service marks, and like information. Confidential Information shall also be defined broadly and shall include the following: (a) any information that has commercial value or other utility in the business of Disclosing Party or that Disclosing Party is likely to engage in; and (b) any information which, if disclosed, would be detrimental to Disclosing Party or its Customers, whether or not such information is identified as Confidential Information.

**2. Effective Date.** This Agreement shall become effective on the earlier of the first date of execution of this Agreement or the date that any Confidential Information (as defined herein) was or is first disclosed to Receiving Party, whichever comes first.

**3. Non-Disclosure.** Receiving Party acknowledges that the Confidential Information is essential to the goodwill of the business of Disclosing Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence and in trust for the sole and exclusive benefit of Disclosing Party. Receiving Party shall not use for its own benefit, publish, or otherwise disclosure to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any of the Confidential Information. Receiving Party shall carefully restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access in order to participate on behalf of Receiving Party in the analysis and negotiation of a business relationship or any contract or agreement, or the advisability thereof, with Disclosing Party.

Receiving party warrants and represents that Receiving party will advise each of the persons to whom Receiving Party provides access to any of the Confidential Information under the foregoing sentence that such persons are strictly prohibited from making any use, publishing, or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of Disclosing Party, and of the Confidential Information. Receiving party shall take all necessary action to protect the confidentiality of the Confidential Information, except for its disclosure as stated in this paragraph, and agrees to indemnify Disclosing Party against any and all losses, damages, claims, or expenses incurred or suffered by Disclosing Party as a result of Receiving Party's breach of this Agreement. In the event of termination (voluntary or otherwise) of this Agreement, Receiving Party agrees that he/she/it will protect the value of the Confidential Information of Disclosing Party and will prevent their misappropriation of disclosure. Receiving Party will not disclose or use to his/her/its benefit (or benefit of a third party) or to the detriment of Disclosing Party or its Customers any Confidential Information.

**4. Non-Circumvention.** As a condition to entering into this Agreement, Receiving Party agrees that he/she/it will not disrupt, damage, impair, or interfere with the business of Disclosing Party by way of interfering with or raiding Disclosing Party's employees, or disrupt Disclosing Party's relationships with its customers, potential customers, agents, vendors, representatives, or otherwise.

**5. Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the parties. This Agreement may not be assigned by the Receiving Party in whole or part without the written consent of DEVNET.

**6. Remedies.** The Receiving Party recognizes that failure to adhere to the terms of this Agreement will cause the Disclosing Party irreparable damage for which monetary damages alone would be inadequate compensation. In the event of a breach or a threatened breach of the terms of this Agreement, the Disclosing Party shall have the right to obtain an injunction against the Receiving Party and/or any persons and/or entities to whom the Receiving Party has improperly provided the Confidential Information. Neither the Receiving Party nor any such person shall claim in any action commenced by the Disclosing Party seeking such an injunction, that the Disclosing Party has an adequate remedy at law or request the showing or proving of actual damage sustained by the Disclosing Party. The Receiving Party and such persons consent to the entry of such an injunction and waive the making of a bond as a condition for obtaining such relief. Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to them at law or in equity.

In particular, and without limitation, the Receiving Party agrees that should they, or any related entity, either directly or indirectly, benefit from the Confidential Information or from a transaction involving the Confidential Information, other than a transaction subsequently agreed to by the Disclosing Party, then the disclosing Party shall have a constructive trust in all proceeds from such transaction.

**7. Attorney Fee Recovery.** If any legal action, including an action for injunction or declaratory relief, is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party. Such attorney's fees shall be in addition to any other relief to which the prevailing party may be entitled.

8. **Severability.** In the event that one or more provisions contained in this Agreement should for any reason be held unenforceable in any respect, such provision shall be unenforceable for the purpose for which it is held unlawful but shall be continued to be enforceable for the purposes that are lawful. Such enforceability shall not affect any other provisions hereof.

**DEVNET, Inc.** (disclosing party)  
An Illinois corporation

By: \_\_\_\_\_

Its: President

\_\_\_\_\_ (receiving party)

By: \_\_\_\_\_

Its: \_\_\_\_\_



McLean County

**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5124

115 E. Washington, Room 202 P.O. Box 2400

Bloomington, Illinois 61702-2400

## Memo

**To:** McLean County Executive Committee and McLean County Board  
**From:** Craig Nelson, Director of Information Services  
**Date:** January 5, 2006  
**Re:** Devnet CAMA System

Information Services seeks approval to enter into a beta-testing agreement with Devnet Inc. The product to be tested is their recently developed CAMA (Computer Aided Mass Appraisal) System.

The system has been reviewed by Information Services and the Office of the Supervisor of Assessments. Both of these offices as well as the offices of the County Clerk and the Office of the Treasurer support entering into the attached agreement.

The confidentiality/non-disclosure agreement, also attached, has been reviewed by the Civil State's Attorney.

The software will be provided at no cost to McLean County; in turn McLean County will report program bugs, errors and desired enhancements to Devnet.

Information Services respectfully requests permission to enter into the attached agreements..

Thank you

Members Sorensen/Owens moved the County Board approve a Request for Approval to Enter into a Beta-Testing Agreement with DevNet Inc. to Test CAMA (Computer Aided Mass Appraisal) System and Approval of the Confidentiality/Non-Disclosure Agreement – Information Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Report and minutes of other meetings are located on pages 142-158.

**PROPERTY COMMITTEE:**  
Member Bostic, Chairman, presented the following:

**CONTRACT FOR RENOVATIONS OF THIRD FLOOR OF  
GOVERNMENT CENTER BUILDING**

This contract is made and entered into as of the 6<sup>th</sup> day of December, 2005 between the Public Building Commission of McLean County, Illinois (the "PBC"), the City of Bloomington (the "City"), and the County of McLean, Illinois (the "County").

**RECITALS**

A. The PBC is the owner of the premises at 115 East Washington Street, Bloomington, Illinois commonly known as the Government Center Building (the "Building") which is leased to both the City and the County for use by those respective entities for various governmental offices.

B. The PBC acquired title to the property from the City and the County and proceeded to issue bonds to finance certain renovations in the Building prior to the occupancy by the City and the County, except that no renovation or remodeling was done on the third floor of the Building because it was occupied by National City Bank under a written lease.

C. National City Bank has now vacated the entire third floor of the Building and it is now necessary to renovate and remodel the third floor so that it may be occupied by offices of either the City or the County or both.

D. The City and the County have both requested the PBC to contract with Young Architects to prepare the necessary plans and specifications for the renovation and remodeling (the "Project") and to thereafter advertise for bids for the Project and let contracts for the work necessary to complete the Project.

(2)

E. The cost of the Project including all architectural, advertising and legal fees as well as all construction costs shall be borne equally by the City and the County.

F. The parties wish to set forth their agreements with reference to the completion of the Project and the method of payment for the same.

IT IS THEREFORE AGREED by the Parties hereto as follows:

1. The PBC agrees to contract with Young Architects to prepare all of the necessary plans and specifications for the Project.

2. The PBC agrees to take bids for all work necessary to complete the Project following the necessary publication advertising the Project for bids.

3. The PBC agrees, upon receipt of an acceptable bid for the Project, to enter into a contract with the successful bidder and to complete the Project in accordance with the plans and specifications and, upon completion of the Project, turn over possession of the third floor to the City and/or the County.

4. Attached hereto and made a part hereof is the cost estimate of Young Architects for completion of the Project, including all architectural and engineering fees in the total amount of \$1,613,708.00. In addition, it is estimated that publication fees for construction bids for the Project and legal fees of the PBC will total \$15,000.00 making the total estimated costs for the Project of \$1,628,708.00.

5. Upon the execution of this agreement the City and the County each agree to pay to the PBC the sum of \$814,354.00 being 50% of the total projected cost of \$1,628,708.00.

(3)

6. Included in the total projected cost of \$1,628,708.00 is \$1,480,708.00 for the Project itself excluding architectural and engineering fees. The City and the County each agree that in the event the total construction costs as evidenced by the contract executed by the PBC and the contractor exceeds \$1,480,708.00 they each will, promptly upon the execution of said contract by the PBC, pay to the PBC 50% of the difference between the total of the contract and the \$1,480,708.00 of estimated construction costs.

7. In the event that the total construction costs including change orders, architectural fees, legal fees of the PBC, advertising expenses and any other expenses incurred by the PBC in connection with the Project exceeds the total amount paid to the PBC by the City and the County pursuant to the provisions of paragraph 5 and 6 immediately above, the City and the County each agree to pay 50% of such excess amount to the PBC promptly upon being billed for the same by the PBC.

8. In the event that the total cost of the Project including all architectural and engineering fees, change orders, legal fees of the PBC, advertising for bids and all other expenses are less than the total amount paid to the PBC by the City and the County, the PBC agrees to refund to the City and the County each 50% of the unused amount. Such refund shall only occur after all expenses of the Project have been paid and the architect has issued its certificate of completion.

9. This contract contains the entire agreements and understandings between the parties and it may not be amended or modified in any way except by a written agreement executed by all parties.

(4)

IN WITNESS WHEREOF the parties have set their hands by their duly elected representatives on the date set opposite their respective signatures.

COUNTY OF McLEAN

By: [Signature]  
Chairman, McLean County Board

ATTEST:

[Signature]  
Clerk of the McLean County Board, McLean County, Illinois

PUBLIC BUILDING COMMISSION OF  
McLEAN COUNTY, ILLINOIS

By: [Signature]  
Chairman, Public Building Commission

ATTEST:

[Signature]  
Secretary, Public Building Commission

CITY OF BLOOMINGTON

By: [Signature]  
Mayor, City of Bloomington

ATTEST:

[Signature]  
Clerk of the City of Bloomington

**Government Center Third Floor Project 2006**  
**Opinion of Probable Cost November 29, 2005**

Third Floor Construction - Floor Area - 14,763 sq. ft. @ \$85.00/sq. ft.	\$ 1,254,855
New Drapes, regular and blackout	<u>25,000</u>
	<b>\$ 1,279,855</b>
 <b>Other Items to be Considered in the Building</b>	
<b>Basement South and West Corridors</b>	
New Lighting - 8 Scones @ \$150	\$ 1,200
New Carpet - 33 sq. yds. @ \$24.50	800
 <b>Electrical Vault South End</b>	
Clean and inspect terminals, buss bars and transformer	3,750
 <b>Basement Emergency Lighting</b>	
Rewire lighting throughout basement to provide emergency lighting 19 @ \$200	3,800
 <b>Sidewalk Freight Elevator</b>	
Provide new frame and doors	2,750
Replace electrical service for GFI	200
 <b>Mezzanine</b>	
<b>Center stairwell which was extended to the 3rd and 4th floors.</b>	
Add emergency lighting - 5 @ \$200	1,000
 <b>North Stair from Mezzanine</b>	
Replace 5 light fixtures	1,000
Add emergency lighting - 3 @ \$200	600

**2nd Floor**

Increase perimeter baseboard heating in Mark Huber's office	\$ 4,500
Revise ductwork in South mechanical room to reduce noise in adjacent office (Ken Emmons)	12,500
Investigate low air flow condition in North end	3,500

**Fourth Floor**

Construct new hall at North end connecting existing hall to North West stair	45,000
Provide sound, data and power outlets in the middle of the County Board Room (By Thompson Electronics - (Estimated)	1,500

**Penthouse**

Add new air intake motorized louver to provide more fresh air	2,000
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**Roof**

Replace South West exhaust fan	<u>750</u>
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**Total Other Items Considered** \$ 84,850

**Total Third Floor Construction Cost** 1,279,855

**Total Construction Cost** \$ 1,364,705

Design contingency @ 1% 13,650

Construction contingency @ 7.5% 102,353

**\$ 1,480,708**

Architectural and Engineering flat fee which includes all preliminary design work, all architectural, mechanical, electrical and plumbing construction drawings and specifications, and all construction phase shop drawing reviews, job site observation and contract administration work 133,000

**Total** \$ 1,613,708

Members Bostic/Harding moved the County Board approve a Request for Approval of a Contract for the Renovations of the Third Floor Government Center Building – County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2006  
Combined Annual Appropriation and Budget Ordinance  
General Fund 0001, Facilities Management Department 0041,  
Government Center Program 0115**

**WHEREAS**, the McLean County Board, on November 15, 2005, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2006 Fiscal Year beginning January 1, 2006 and ending December 31, 2006; and,

**WHEREAS**, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, the Facilities Management Department 0041, Government Center Program 0115; and,

**WHEREAS**, the City of Bloomington (the "City") and McLean County (the "County") have both requested that the Public Building Commission of McLean County, Illinois (the "PBC") prepare the necessary plans and specifications for the renovation and remodeling of the third floor of the Government Center (the "Project") and to thereafter advertise for bids and award contracts for the work necessary to complete the project; and,

**WHEREAS**, pursuant to the Contract for Renovation of the Third Floor of the Government Center that has been approved by the City, the County, and the PBC, the cost of the Project including all architectural, advertising and legal fees as well as construction costs shall be equally divided between the City and the County; and,

**WHEREAS**, pursuant to the Contract for Renovation of the Third Floor of the Government Center that has been approved by the City, the County, and the PBC, the cost estimate for completion of the Project, including all architectural and engineering fees, advertising, and legal fees, is \$1,628,708.00; and,

**WHEREAS**, pursuant to the Contract for Renovation of the Third Floor of the Government Center that has been approved by the City, the County, and the PBC, the City and the County each agree to pay to the PBC the sum of \$814,354.00, which is equal to 50% of the total cost estimate for the Project; and,

**WHEREAS**, pursuant to the Contract for Renovation of the Third Floor of the Government Center that has been approved by the City, the County, and the PBC, the County's share of the amount now due to the PBC is equal to \$407,177.00; and,

**WHEREAS**, the Property Committee, at its regular meeting on Thursday, January 5, 2006, recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance, Facilities Management Department 0041, Government Center Program 0115; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to make an Emergency Appropriation from the unappropriated fund balance of the County's General Fund 0001 in the amount of \$407,177.00 and to amend the Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Board Department 0001 0001-0001-0001-0400.0000 Unappropriated Fund Balance:	\$ 0.00	\$407,177.00	\$407,177.00

- (2) That the County Auditor is hereby directed to add to the appropriated budget of the Facilities Management Department 0041, Government Center Program 0115 the following appropriation:

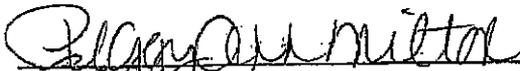
	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
Facilities Management Department 0041 0001-0041-0115-0768.0001 PBC Reimbursement:	\$ 0.00	\$407,177.00	\$407,177.00

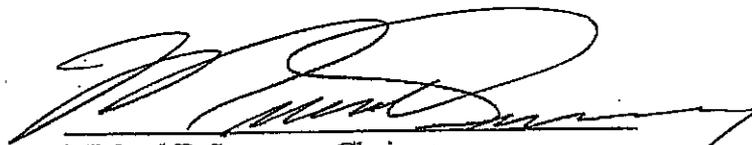
- (3) That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of Facilities Management.

ADOPTED by the County Board of McLean County this 17th day of January, 2006.

ATTEST:

APPROVED:

  
 Peggy Ann Milton, Clerk of the County Board,  
 McLean County, Illinois

  
 Michael F. Sweeney, Chairman  
 McLean County Board

Members Bostic/Selzer moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance (for Renovation of 3rd Floor Government Center), General Fund 0001, Facilities Management Department 0041, Government Center Program 0115 – County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the General Report appears on pages 167-172.

JUSTICE COMMITTEE:  
Member Renner, Chairman, presented the following:

APPROPRIATION TRANSFER ORDINANCE  
AMENDING THE McLEAN COUNTY FISCAL YEAR 2005  
COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, the following transfer of appropriated monies have been reviewed and approved by the appropriate Committee; and,

WHEREAS, such transfer of funds does not affect the total amount appropriated in any fund; and,

WHEREAS, it is deemed desirable that the following transfer of funds be hereby authorized and approved, now, therefore,

BE IT ORDAINED by the County Board of McLean County, now meeting in regular session, as follows:

- (1) That the following transfer of funds be made and authorized:

From:

Asset Forfeiture  
Unencumbered Fund Balance 0152 0301 0001                      \$ 25,000.00

To:

General Fund  
Unencumbered Fund Balance 0001 0301 0001                      \$ 25,000.00

- (2) That the County Clerk provide a certified copy of this Ordinance to the County Auditor and the County Treasurer.

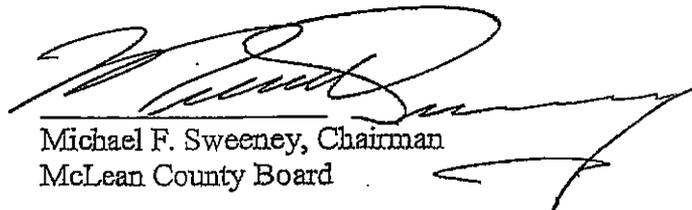
ADOPTED by the McLean County Board this 17th day of January, 2006.

ATTEST:

APPROVED:



Peggy Ann Milton, Clerk  
McLean County Board  
McLean County, Illinois



Michael F. Sweeney, Chairman  
McLean County Board

Members Renner/Harding moved the County Board approve a Request for Approval of a Transfer Ordinance Amending the McLean County Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance – State’s Attorney’s Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

## McLEAN COUNTY – GRANT INFORMATION FORM

### General Grant Information

<u>Requesting Agency or Department:</u> <i>State's Attorney's Office</i>	<u>This request is for:</u> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant
<u>Grantor:</u> <i>Illinois Criminal Justice Information Authority</i>	<u>Grant Type:</u> <input checked="" type="checkbox"/> Federal, CFDA #: <i>16.588</i> <input type="checkbox"/> State <input type="checkbox"/> Other
<u>Anticipated Grant Amount:</u> <i>\$95,482.00</i>	<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Pre-Funded  <u>Expected Initial Receipt Date:</u>
<u>Anticipated Match Amount (if applicable):</u> <i>\$31,827.00</i>	<u>Source of Matching Funds (if applicable):</u> <i>Existing Personnel (Salary) and telephone services</i>

### Personnel and Information

<u>New personnel will be hired:</u> <input type="checkbox"/> Yes (complete chart below) <input checked="" type="checkbox"/> No	<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b><u>New Personnel Expense Chart</u></b>	<b>Current FY</b>	<b>Current FY+1</b>	<b>Current FY+2</b>
Number of Employees:			
Personnel Cost	\$	\$	\$
Fringe Benefit Cost	\$	\$	\$
Total Cost	\$	\$	\$

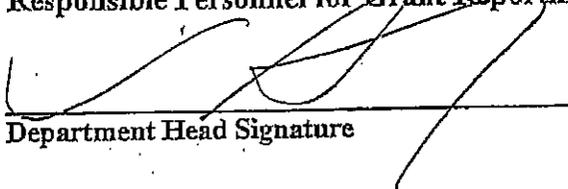
### Additional Costs and Requirements (if applicable)

<u>Description of equipment to be purchased:</u> <i>na</i>	<u>Description of subcontracting costs:</u> <i>na</i>		
<b><u>Additional Costs Chart</u></b>	<b>Current FY</b>	<b>Current FY+1</b>	<b>Current FY+2</b>
Subcontractors	\$	\$	\$
Equipment	\$	\$	\$
Other	\$	\$	\$
Total Cost	\$	\$	\$

Other requirements or obligations: (increased workload, continuation of program after grant period, etc)

*Office will retain personnel hired in first year of grant, one Assistant State's Attorney II and one Administrative Support Supervisor.*

Responsible Personnel for Grant Reporting and Oversight:

  
 Department Head Signature

1-6-05  
 Date

Grant Administrator Signature (if different)

Date



**ILLINOIS  
CRIMINAL JUSTICE  
INFORMATION AUTHORITY**

120 South Riverside Plaza • Suite 1016 • Chicago, Illinois 60606 • (312) 793-8550

December 14, 2005

Ms. Jodie Ellsworth  
McLean County State's Attorney's Office  
McLean County MDT  
104 West Front Street Room 605  
Bloomington, Illinois 61701

Dear Ms. Ellsworth:

Enclosed you will find interagency agreement #602170, 602174, 602171, 602172 and 602173 between your offices and the Authority for the Domestic Violence Multi-Disciplinary Team Program. Please review the enclosed documents and notify me if revisions are necessary. If all is in order please obtain the necessary signatures on the agreement and return the *entire packet* to my attention for further processing.

I have also enclosed the fiscal information sheet and initial cash request forms needed to begin the draw down of federal funds. Please fill out these forms and return them to me with the signed agreement. Once all signatures are received on the agreement, I will process the paperwork for you to receive your initial federal funds for this program.

Please note that this packet also includes two new forms regarding civil rights compliance. Please review, sign and forward these civil rights compliance certifications to the Authority. The authorized officials of the grant's Implementing Agency, and Program Agency, if applicable, must complete these forms. This grant cannot be submitted for final signature by the Authority's Executive Director until these forms have been completed.

As a point of clarification, these certifications do not represent new civil rights requirements that grantees must adhere to. These certifications reflect existing federal regulations that have always been included in the interagency agreements between your office and the Authority, but now a separate certification is required.

If you have any questions, please feel free to contact me at (312) 793-4457 or by email at [mmazewski@icjia.state.il.us](mailto:mmazewski@icjia.state.il.us). I look forward to working with you on this program.

Sincerely,

A handwritten signature in cursive script, appearing to read "Marilyn Mazewski".

Marilyn Mazewski  
Federal and State Grants Unit

Enclosures

cc: MF #602170, 602174, 602171, 602172, 602173



**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Michael F. Sweeney  
County Board Chairman

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

McLean County on behalf of McLean County State's Attorney's Office

\_\_\_\_\_  
Name of Organization

104 W. Front Street  
Bloomington, Illinois 61702

\_\_\_\_\_  
Address of Organization

## Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is, normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit  
Initial Cash Request

On behalf of McLean County on behalf of the McLean County State's Attorney's Office

I am requesting an initial cash request of \$ 31,262.00 as permitted in Interagency Agreement # 602170

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
State's Attorney

\_\_\_\_\_  
Title

\_\_\_\_\_  
Domestic Violence  
Multi-Disciplinary Team

\_\_\_\_\_  
Program Name

\_\_\_\_\_  
37-5001569

\_\_\_\_\_  
Implementing Agency Fein Number

\*Instructions for completion on reverse side

*For Authority use only*

*Requested  
Disbursal* \_\_\_\_\_

*FED/GR*

*Approved  
by:* \_\_\_\_\_

*Date* \_\_\_\_\_

\_\_\_\_\_  
*Date* \_\_\_\_\_

## INITIAL CASH REQUEST FORM INSTRUCTIONS

- Enter Implementing Agency name and agreement number on the lines provided.
- Enter amount of cash advance necessary to pay for program start-up costs. In calculating this figure, consider equipment purchases that will take place immediately and personnel costs for the first three months of the program. Implementing agencies should anticipate a delay of approximately 4-6 weeks from the submission of the request until the receipt of the State warrant.

Since federal regulations require that implementing agencies request only the minimum amount of cash necessary to pay bills in a timely fashion, funds should be requested only for those obligations that can be liquidated within 45 days. The Authority reserves the right to adjust cash requests as seen necessary. If the implementing agency anticipates an inordinate expenditure of funds during the initial period, an explanation should be attached.

- Obtain signature of authorized official and provide the individual's title, program name, and Implementing Agency FEIN (Taxpayer ID) number on the lines provided.
- Return the completed original to the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 120 South Riverside Plaza, Suite #1016, Chicago, Illinois 60606.

**CIVIL RIGHTS COMPLIANCE CERTIFICATION**  
(Complete **ENTIRE** certification)

Grant Program (circle applicable grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grantee/Organization Name (hereafter referred to as the "Entity"): McLean County State's Attorney's Office

Address: 104 W. Front Street  
Bloomington, Illinois 61702

Contact Person: William A. Yoder

Telephone #: 209.888.5402

Fax #: 309.888.5429

E-mail address: bill.yoder@mcleancountyil.gov

Grant Number/Contract Name: #602170

Domestic Violence Multi-Disciplinary Team Program

**Certification Statement:**

I, William A. Yoder [State's Attorney], certify to the following statements:

- Entity is in compliance with all applicable local, state and federal civil rights laws, regulations and guidelines, including but not limited to those listed in the Interagency Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above.
- No person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this grant(s)/contract(s) on the basis of race, color, age, religion, national origin, disability, or sex.
- Entity is in compliance with the following federal guidance materials regarding the provision of meaningful access to services and programs to persons with limited English proficiency (LEP): Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472).

*(Additional information regarding LEP requirements may be found at: <http://www.ojp.usdoj.gov/ocr/lep.htm>)*

In addition, I certify that in the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Entity, or any subgrantee or contractor of the Entity, the Entity will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

**Check the following item(s) that apply:**

THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD **NO FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS

THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD **FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You MUST attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)

All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached

William A. Yoder, State's Attorney

[Signature of State's Attorney]

[Title]

[Date]

**CIVIL RIGHTS COMPLIANCE CERTIFICATION**  
(Complete ENTIRE certification)

Grant Program (circle applicable grant program):  
ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grantee/Organization Name (hereafter referred to as the "Entity"): McLean County

Address: 104 W. Front Street  
Bloomington, Illinois 61702

Contact Person: Michael F. Sweeney

Telephone #: 309.888.5112 Fax #: 309.888.5111 E-mail address: mike.sweeney@mcleancountyil.gov

Grant Number/Contract Name: #602170 Domestic Violence Multi-Disciplinary Team Program

**Certification Statement:**

I, Michael F. Sweeney [County Board Chairman], certify to the following statements:

- Entity is in compliance with all applicable local, state and federal civil rights laws, regulations and guidelines, including but not limited to those listed in the Interagency Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above.
- No person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this grant(s)/contract(s) on the basis of race, color, age, religion, national origin, disability, or sex.
- Entity is in compliance with the following federal guidance materials regarding the provision of meaningful access to services and programs to persons with limited English proficiency (LEP): Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472).

*(Additional information regarding LEP requirements may be found at: <http://www.ojp.usdoj.gov/ocr/lep.htm>)*

In addition, I certify that in the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Entity, or any subgrantee or contractor of the Entity, the Entity will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

**Check the following item(s) that apply:**

THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS **HAVE HAD NO FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS

THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS **HAVE HAD FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You **MUST** attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)

All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached

Michael F. Sweeney, County Board Chairman

[Signature of County Board Chairman]

[Title]

[Date]

**EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION**  
(Complete **SECTION A** OR **SECTION B** below, as applicable. Complete **ONLY ONE SECTION.**)

Grant Program (circle applicable federal grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grant Number: 602170

Federal Grant Award Amount: \$95,482

Grantee/Organization Name (hereafter referred to as the "Entity"): McLean County

Address: 104 W. Front Street  
Bloomington, Illinois 61702

Contact Person: Michael F. Sweeney

Telephone #: 309.888.5112 Fax #: 309.888.5111 E-mail address: mike.sweeney@mcleancountyil.gov

**SECTION A. CERTIFICATION (EEOP NOT REQUIRED)**

I \_\_\_\_\_ [responsible official] CERTIFY THAT THE FUNDED ENTITY IS NOT REQUIRED TO PREPARE AN EEOP FOR THE REASON(S) CHECKED BELOW, PURSUANT TO 28 CFR 42.302.

**Check all of the following that apply:**

- |  |  |
|--|--|
| <input type="checkbox"/> ENTITY HAS LESS THAN 50 EMPLOYEES   | <input type="checkbox"/> ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000 |
| <input type="checkbox"/> ENTITY IS A NON-PROFIT ORGANIZATION | <input type="checkbox"/> ENTITY IS A MEDICAL INSTITUTION                               |
| <input type="checkbox"/> ENTITY IS AN INDIAN TRIBE           | <input type="checkbox"/> ENTITY IS AN EDUCATIONAL INSTITUTION                          |

\_\_\_\_\_  
[Signature of Responsible Official]

\_\_\_\_\_  
[Print Name and Title]

\_\_\_\_\_  
[Date]

**OR**

**SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)**

(For information regarding EEOP development, see: <http://www.ojp.usdoj.gov/ocr/eeop.htm>)

Certification Statement (For Entities with 50 or more employees that receive a single grant or award of \$25,000 or more):

I, \_\_\_\_\_ Michael F. Sweeney \_\_\_\_\_ [County Board Chairman], certify that the Entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of \_\_\_\_\_ McLean County Administration \_\_\_\_\_

\_\_\_\_\_ [agency/organization name], at \_\_\_\_\_ 115 E. Washington Street, Room 401, P.O. Box 2400, Bloomington, Illinois 61702-2400 \_\_\_\_\_ [address]

for review by the public and employees, or for review or audit by officials of the Illinois Criminal Justice Information Authority or the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights as required by relevant laws and regulations.

In addition to the above requirements, if Entity receives \$500,000 or more through a single grant, or \$1,000,000 or more in aggregate grant funds in an 18-month period, Entity shall submit a copy of its Equal Employment Opportunity Plan to the Authority. The Authority shall forward the Equal Employment Opportunity Plan to the Office of Civil Rights for review and approval.

\_\_\_\_\_  
[Signature of County Board Chairman]

\_\_\_\_\_  
[Michael F. Sweeney, County Board Chairman]

\_\_\_\_\_  
[Date]

**EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION**  
(Complete **SECTION A** OR **SECTION B** below, as applicable. Complete **ONLY ONE SECTION.**)

Grant Program (circle applicable federal grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grant Number: 602170

Federal Grant Award Amount: \$95,482

Grantee/Organization Name (hereafter referred to as the "Entity"): McLean County State's Attorney's Office

Address: 104 W. Front Street  
Bloomington, Illinois 61702

Contact Person: William A. Yoder

Telephone #: 309.888.5402

Fax #: 309.888.5429

E-mail address: bill.yoder@mcleancountyil.gov

**SECTION A. CERTIFICATION (EEOP NOT REQUIRED)**

I, \_\_\_\_\_ [responsible official] CERTIFY THAT THE FUNDED ENTITY IS NOT REQUIRED TO PREPARE AN EEOP FOR THE REASON(S) CHECKED BELOW, PURSUANT TO 28 CFR 42.302.

**Check all of the following that apply:**

- ENTITY HAS LESS THAN 50 EMPLOYEES
- ENTITY IS A NON-PROFIT ORGANIZATION
- ENTITY IS AN INDIAN TRIBE

- ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000
- ENTITY IS A MEDICAL INSTITUTION
- ENTITY IS AN EDUCATIONAL INSTITUTION

\_\_\_\_\_  
[Signature of Responsible Official]

\_\_\_\_\_  
[Print Name and Title]

\_\_\_\_\_  
[Date]

**OR**

**SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)**

(For information regarding EEOP development, see: <http://www.ojp.usdoj.gov/ocr/eeop.htm>)

Certification Statement (For Entities with 50 or more employees that receive a single grant or award of \$25,000 or more):

I, \_\_\_\_\_ William A. Yoder \_\_\_\_\_ [State's Attorney], certify that the Entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of \_\_\_\_\_ McLean County Court Services \_\_\_\_\_

\_\_\_\_\_ [agency/organization name], at \_\_\_\_\_ 104 W. Front Street, Room 103, P.O. Box 2400, Bloomington, Illinois 61702 \_\_\_\_\_ [address]

for review by the public and employees, or for review or audit by officials of the Illinois Criminal Justice Information Authority or the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights as required by relevant laws and regulations.

In addition to the above requirements, if Entity receives \$500,000 or more through a single grant, or \$1,000,000 or more in aggregate grant funds in an 18-month period, Entity shall submit a copy of its Equal Employment Opportunity Plan to the Authority. The Authority shall forward the Equal Employment Opportunity Plan to the Office of Civil Rights for review and approval.

\_\_\_\_\_  
[Signature of State's Attorney]

\_\_\_\_\_  
[William A. Yoder, State's Attorney]

\_\_\_\_\_  
[Date]

## FISCAL INFORMATION SHEET

The following information is required to ensure that the Authority and its implementing agencies meet the financial and program reporting requirements of various federal grant programs. This information is required prior to the release of funds. The Implementing Agency is the state or local unit of government or not-for-profit agency accepting funds under the interagency agreement. The Program Agency is the organization responsible for performing the daily activities. An organization can be both the Implementing Agency and the Program Agency.

Please return this form to the attention of your program monitor at the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 120 S. Riverside Plaza, Chicago, IL 60606. If you have any questions, please call your monitor at (312) 793-8550.

Implementing Agency: McLean County on behalf of the McLean County State's Attorney's

Implementing Agency's FEIN #: 37-6001569 Agreement #: 602170

Program Agency: McLean County State's Attorney's Office

Program Title: Domestic Violence Multi-Disciplinary Team Program

1. Who will be responsible for preparing and submitting quarterly fiscal reports?

Name: Cindy Outlaw

Title: Administrative Support Supervisor

Agency: McLean County State's Attorney's Office

Address: 104 West Front Street, Room 605, Bloomington, IL 61701

Phone: 309-888-5402 Fax: 309-888-5429

2. Who will be responsible for preparing and submitting quarterly data/progress reports?

Name: Jane Foster

Title: Assistant State's Attorney

Agency: McLean County State's Attorney's Office

Address: 104 West Front Street, Room 605, Bloomington, IL 61701

Phone: 309-888-5400 Fax: 309-888-5429

3. Will a separate fiscal account/fund be maintained for the program?

\_\_\_\_\_ Yes, this account will maintain: (Choose one)

\_\_\_\_\_ Federal funds only

\_\_\_\_\_ Both federal and local matching funds

X  No, but all program funds will be identified by a specific account or fund number and recorded within the general accounting records for the Agency.

4. Where should program fund disbursements be sent?

Address: McLean County State's Attorney's Office  
104 West Front Street, Room 605  
Bloomington, IL 61701

ATTN: William A. Yoder, State's Attorney

5. What organization is listed as holder of the bank account into which program funds will be deposited? McLean County.

Effective 05/03

**PROGRAM TITLE:** Domestic Violence Multi-Disciplinary Team Program  
**AGREEMENT NUMBER:** 602170  
**PREVIOUS AGREEMENT NUMBER(S):** 601170

**ESTIMATED START DATE:** September 14, 2005

**SOURCES OF PROGRAM**

**FUNDING:**

*Violence Against Women Act (FFY02) Funds* \$95,482.00  
*Matching Funds* \$31,827.00  
*Over-Matching Funds* \$9,469.00  
**Total:** \$136,778.00

**IMPLEMENTING AGENCY:** McLean County on behalf of the McLean County State's Attorney's Office

**ADDRESS:** 104 West Front Street, Room 605  
Bloomington, Illinois 61701

**FEDERAL EMPLOYER IDENTIFICATION NUMBER:** 37-6001569

**AUTHORIZED OFFICIAL:** Michael P. Sweeney  
**TITLE:** McLean County Board Chairman  
**TELEPHONE:** 309-888-5110

**PROGRAM FINANCIAL OFFICER:** Rebecca McNeil  
**TITLE:** McLean County Treasurer  
**TELEPHONE:** 309-888-5180

**PROGRAM AGENCY:** McLean County State's Attorney's Office  
**ADDRESS:** 104 West Front Street, Room 605, Bloomington, IL 61701  
**PROGRAM DIRECTOR:** William A. Yoder  
**TITLE:** McLean County State's Attorney  
**TELEPHONE:** 309-888-5402  
**E-MAIL:** [bill.yoder@mcleancountyil.gov](mailto:bill.yoder@mcleancountyil.gov)

**FISCAL CONTACT PERSON:** William A. Yoder  
**AGENCY:** McLean County State's Attorney's Office  
**TITLE:** State's Attorney of McLean County  
**TELEPHONE:** 309-888-5402  
**FAX:** 309-888-5429  
**E-MAIL:** [bill.yoder@mcleancountyil.gov](mailto:bill.yoder@mcleancountyil.gov)

**PROGRAM CONTACT PERSON:** William A. Yoder  
**TITLE:** McLean County State's Attorney's Office  
**TELEPHONE:** 309-888-5402  
**FAX:** 309-888-5429  
**E-MAIL:** [bill.yoder@mcleancountyil.gov](mailto:bill.yoder@mcleancountyil.gov)

INTERAGENCY AGREEMENT

Violence Against Women Act of 1994 Programs

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and McLean County on behalf of the McLean County State's Attorney's Office, hereinafter referred to as the "Implementing Agency;" with its principal offices at 104 West Front Street, Room 605, Bloomington, Illinois 61701, for implementation of the Domestic Violence Multi-Disciplinary Team Program.

WHEREAS, Section 7(k) of the Illinois Criminal Justice Information Act (20 ILCS 3930/7(k)) establishes the Authority as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds;" and

WHEREAS, pursuant to the Violence Against Women Act of 1994, the Authority has been designated as the State agency responsible for administering this program; and

WHEREAS, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Violence Against Women Act of 1994 and enters into interagency agreements with state agencies, units of local government and nonprofit, nongovernmental victim service programs for the use of these federal funds; and

WHEREAS, pursuant to the Violence Against Women Act of 1994, the Authority named the following program areas as priorities of S.T.O.P. Violence Against Women in Illinois, Illinois' implementation plan for the Violence Against Women Act of 1994 grant program for federal fiscal year 2002:

- Training law enforcement officers, judges, other court personnel, and prosecutors to more effectively identify and respond to violent crimes against women, including the crimes of sexual assault, domestic violence, and dating violence.
- Developing and implementing more effective police, court, and prosecution policies, protocols, orders, and services devoted to preventing, identifying, and responding to violent crimes against women, including sexual assault and domestic violence.
- Developing, installing, or expanding data collection and communication systems, including computerized systems linking police, prosecution, and the courts or for the purpose of identifying and tracking arrests, protection orders, violations of protection orders, prosecutions, and convictions for violent crimes against women, including the crimes of sexual assault and domestic violence, including the reporting of such information to the National Instant Criminal Background Check system.
- Developing, enlarging, or strengthening victim services programs, including sexual assault, domestic violence, and dating violence programs; developing or improving the delivery of victims services to underserved populations; providing specialize domestic violence court advocates in courts where a significant number of protection orders are granted, and increasing reporting and reducing attrition rates for cases involving violent crimes against women, including sexual assault and domestic violence.

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

- Training of sexual assault forensic medical personnel examiners in the collection and preservation of evidence, and analysis, prevention, and providing expert testimony and treatment of trauma related to sexual assault.

WHEREAS, the Authority designated the Implementing Agency to receive funds for the purpose of implementing a program to address one of the named areas.

NOW, THEREFORE, BE IT AGREED by and between the Illinois Criminal Justice Information Authority and the Implementing Agency as follows:

### SECTION 1. DEFINITIONS

"Program": means a plan set out in a Program Description that identifies issues related to combatting violent crimes against women and that contains a statement of objectives, strategies for achieving those objectives, and a method for assessing the effectiveness of those strategies.

### SECTION 2. ELIGIBILITY FOR FUNDING

The Implementing Agency acknowledges that to be considered a victim services program eligible for Violence Against Women Act (VAWA) funding, it must adhere to the following criteria:

- Victim services programs must have, as one of their primary purposes, to provide services to victims of domestic violence, sexual assault, dating violence, or stalking.
- Victim services programs must reflect (e.g., through mission statements, training for all staff) an understanding that the violence perpetrated against victims is grounded in an abuse of power by offenders, reinforced through intimidation and coercion, sanctioned by traditional societal and cultural norms, and supported by the legal system's historically discriminatory response to domestic violence, sexual assault, and stalking crimes.
- Victim services programs must address a demonstrated need in their communities by providing services that promote the integrity and self sufficiency of victims, improve their access to resources, and create options for victims seeking safety from perpetrator violence.
- Victim services programs must not engage in activities that compromise victim safety.
- Victim services programs must consult and coordinate with nonprofit, nongovernmental victim services programs, including sexual assault and domestic violence victim services programs.

### SECTION 3. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from September 1, 2005 through August 31, 2006.

However, no funds will flow under this agreement for the period of January 1, 2006 through August 31, 2006, unless and until the State of Illinois receives written approval of an extension to the funding period for the Violence Against Women Act Formula Grant Program (02-WF-BX-0021) from the Department of Justice that covers that period, and the Executive Director of the Authority approves funding for that period. If the State of Illinois does not receive such an extension, this agreement is subject to termination.

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

Costs incurred before the execution date of this agreement may be charged to this agreement if included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

#### **SECTION 4. COMMENCEMENT OF PERFORMANCE**

If performance has not commenced within 60 days of the starting date of this agreement, the Implementing Agency agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Implementing Agency agrees to submit a second letter to the Authority explaining the implementation delay. The Authority may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Implementing Agency agrees to notify the Authority in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Authority may, at its discretion, reduce the amount of federal funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Authority will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Implementing Agency and not expended as of that date shall be repaid to the Authority upon notification by the Authority.

#### **SECTION 5. PROGRAM DESCRIPTION AND BUDGET**

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

#### **SECTION 6. PAYMENT**

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in Section 10 of this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and may be required to submit supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable state and federal laws and the terms and conditions of this agreement.

The maximum amount of federal funds payable under this agreement is \$95,482, and is dependent on the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of program funds into a bank account in the name of the Implementing Agency, either depositing such funds into an account separate from any of its other bank accounts or treating such funds as a separate line item per its budget and audited financial statements. Federal funds shall be immediately deposited into such bank account.

#### **SECTION 7. MATCH**

Federal funds from the Violence Against Woman Act of 1994 may be used to pay up to 75 percent of the program costs of the program described in Exhibit A. The Implementing Agency must provide non-federal funding for at least 25 percent of the program costs of the program described in Exhibit A.

Failure of the Implementing Agency to apply non-federal financial support to the program described in Exhibit A in the amount of at least 25 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, the Implementing Agency shall apply non-federal financial support to the program, as described in Exhibit B.

#### **SECTION 8. OBLIGATIONAL LIMITATION**

Payment under this agreement is subject to passage of a suitable and sufficient appropriation by the Illinois General Assembly. Obligations of the State of Illinois will cease immediately without penalty of further payment being required in any fiscal year should the actions of the General Assembly or any applicable funding source result in the failure to appropriate or otherwise make available sufficient funds for this agreement.

#### **SECTION 9. NON-SUPPLANTATION**

The Implementing Agency certifies that Federal funds made available under this agreement will not be used to supplant (replace) nonfederal funds, but will be used to supplement nonfederal funds that would otherwise be available to the Implementing Agency for the types of activities that would be eligible for funding under the Violence Against Women Act of 1994.

#### **SECTION 10. REPORTING AND EVALUATION REQUIREMENTS**

Unless another reporting schedule has been required or approved by the Authority, the Implementing Agency shall submit the following reports to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, by the 15th day of each month following the previous quarter:

- progress reports for the preceding quarter relevant to the performance indicators listed in Exhibit A;
- fiscal reports detailing financial expenditures for the previous quarter; and
- any other reports specified by the Authority.

The Implementing Agency is further required to submit a final financial status report following termination of the program, the content and form of which will be determined by the Executive Director of the Authority.

The Implementing Agency agrees to cooperate with Authority or federally funded assessments, evaluations, or information or data collection requests, that are related to the program activities described in Exhibit A. The

Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

#### **SECTION 11. PROGRAM INCOME**

All income generated as a direct result of the program described in Exhibit A shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. The Federal proportion of program income must be accounted for up to the same ratio of Federal participation as funded in the program. Program income may be retained by the Implementing Agency for any purpose that furthers the objectives of the Violence Against Women Act of 1994. Implementing Agency shall report and account for such program income as required by the Authority.

#### **SECTION 12. MAINTENANCE OF RECORDS**

The Implementing Agency agrees to maintain records which document activity reported to the Authority pursuant to Section 10 of this agreement. Such records shall be accessible to the Authority for monitoring purposes no more than 10 days following a request that such records be produced by the Implementing Agency. Inability of the Implementing Agency to produce such records or failure to produce such records shall be cause for suspension or termination of this agreement.

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Records shall be maintained beyond the 3-year period if an audit or review is in progress or the findings of a completed audit or review have not been resolved satisfactorily. If either of these two preceding conditions occurs, then records shall be retained until the audit or review is completed or matters at issue are resolved satisfactorily.

#### **SECTION 13. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS, CONFLICT OF INTEREST**

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practical, open and free competition. The Implementing Agency must use procurement procedures that minimally adhere to all applicable laws, executive orders and federal guidelines. The Implementing Agency shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

The Implementing Agency shall follow its established procurement process if it minimally adheres to applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is

less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of \$100,000 or less, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All RFPs over \$100,000, that involve the use of federal or matching funds, must be submitted by the Implementing Agency to the Authority for review and written approval prior to their issuance. In addition, the Authority reserves the right to request that any RFP or IFB, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its issuance.

As required by the Authority, the Implementing Agency shall submit documentation regarding its procurement procedures and grant-funded purchases for Authority review and approval, to assure adherence to applicable federal guidelines.

The Implementing Agency agrees to comply with the provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all applicable terms, conditions and provisions of the code apply to this agreement and are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

#### **SECTION 14. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT**

The Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Agency solicits or intends to solicit for employment any of the Authority's employees during any part of the award funding process or during the term of any interagency agreement awarded.

#### **SECTION 15. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES**

The Implementing Agency shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Implementing Agency to verify that persons employed by the Implementing Agency are eligible to work in the United States.

#### **SECTION 16. INSPECTION AND AUDIT**

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits shall be made in accordance with the General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after the close of the Implementing Agency's audit period.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in Section 10 and all other program activity.

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

#### SECTION 17. CLOSE-OUT REQUIREMENTS

Within 45 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by the Authority.

#### SECTION 18. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION

If the Implementing Agency undertakes *new activities related to the use of federal grant or matching funds in connection with the program* that include one or more of the activities listed below, the Implementing Agency shall assist the Authority and the U.S. Department of Justice, Office on Violence Against Women (OVW), in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements, including but not limited to those listed in Sections 19 and 20 of this agreement.

The Implementing Agency acknowledges that this section applies to *new activities whether or not they are being specifically funded with federal grant or matching funds, in connection with the program*. As long as the new activity is being conducted by the Implementing Agency, or any subgrantee, subcontractor, or any third party, and the *new activity needs to be undertaken in order to use the federal grant or matching funds in connection with the program*, the terms of this section must be met.

Prior to obligating federal grant or matching funds in connection with the program, the Implementing Agency must determine if any of the following activities will be related to the use of such federal grant or matching funds. The Implementing Agency must notify the Authority in writing if it will be conducting any of the following activities, when the activity is undertaken in order to use, or is funded with, federal grant or matching funds in connection with the program:

- New construction.
- Minor renovation or remodeling of a property either (a) listed or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
- A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size.
- Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

For existing and continuing programs or activities that will be funded with federal grant or matching funds through the Authority, upon request by the Authority as directed by OVW, the Implementing Agency shall cooperate with

OVW in any preparation by OVW of a national or program environmental assessment of that funded program or activity.

#### **SECTION 19. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE CERTIFICATION**

If the Implementing Agency is considering renovation work that would alter or otherwise improve the exterior or interior of a structure that will be used to accommodate the grant program, the Implementing Agency certifies it shall assist the Authority and OVW in complying with the National Historic Preservation Act (NHPA).

The Implementing Agency must establish and maintain records to determine if the structure is 50 years or older. If any portion of the structure is 50 years or older, the Implementing Agency shall contact the Authority. The Implementing Agency shall provide the Authority with any information needed to comply with NHPA. This may include assisting the Authority and OVW in consulting with the State Historic Preservation Office and amending the proposed renovation to avoid any potential adverse impact to an historic structure. The Implementing Agency cannot begin the proposed renovation of a structure 50 years or older until the Implementing Agency receives written approval from the Authority.

The Implementing Agency acknowledges that this section applies to proposed renovation work whether or not it is being specifically funded with federal grant or matching funds. As long as the proposed renovation is being conducted by the Implementing Agency or any third party to accommodate the use of the federal grant or matching funds, the Implementing Agency must assist the Authority and OVW in complying with the NHPA.

If the records established and maintained by the Implementing Agency clearly document that the structure is less than 50 years old, the Implementing Agency must submit these documents to the Authority to receive approval for the proposed renovation being exempt from the NHPA.

#### **SECTION 20. IMPLEMENTING AGENCY COMPLIANCE**

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:

- Those laws, regulations and guidelines specified in Sections 21 and 27 of this agreement.
- The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement).
- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; and Environmental Protection Agency regulations (40 CFR Chapter 1).

- National Historic Preservation Act of 1966, as amended, 16 U.S.C. pars. 470 et seq.; Executive Order 11593.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738.
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; and Protection of Historic Properties regulations (36 CFR Part 800).
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

#### **SECTION 21. NONDISCRIMINATION**

The Implementing Agency certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. The Implementing Agency agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5).

The Implementing Agency assures compliance with the following laws, and all associated rules and regulations:

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- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);
- Title VI of the Civil Rights Act of 1964, as amended;
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472);
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.

All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

In the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

The Implementing Agency certifies that it shall not pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates, and that it shall comply with all provisions of the Discriminatory Club Act (775 ILCS 25).

## **SECTION 22. CONFIDENTIALITY OF INFORMATION**

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and the Violence Against Women Act of 1994. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

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**SECTION 23. ASSIGNMENT**

The Implementing Agency shall make no assignment or transfer of this agreement, any subcontracts funded under this agreement, or any funds due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

**SECTION 24. SUBCONTRACTING**

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts over \$100,000 that are funded with federal or matching funds must be submitted by the Implementing Agency for Authority review and approval prior to their effective dates and execution by the Implementing Agency. In addition, the Authority reserves the right to require that any subcontract funded with federal or matching funds, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its effective date and execution by the Implementing Agency.

As required by the Authority, the Implementing Agency shall submit documentation regarding contracts to be funded with federal or matching funds for Authority review and approval, to assure adherence to applicable federal guidelines.

Approval of the use of subcontractors by the Authority does not relieve the Implementing Agency of its obligation to assure performance under this agreement.

**SECTION 25. INDEPENDENT CONTRACTOR**

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

**SECTION 26. EXHIBITS, AMENDMENTS**

The documents appended are made a part of this agreement, as exhibits and amendments as the case may be. Any amendment to this agreement must be signed by the parties to be effective. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits and amendments.

**SECTION 27. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT**

The Implementing Agency shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Violence Against Women Act of 1994, as amended, the Department of Justice Program Guidelines for the STOP Violence Against Women Formula and Discretionary Grants Program (Grants to Combat Violent Crimes Against Women) (28 CFR 90 et seq., effective April 18, 1995), Violence Against Women Formula Grants Program Fiscal Year 2002 Application and Program Guidelines, Office of Justice Programs' Financial Guide, Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133, Illinois Grant Funds Recovery Act (30 ILCS 705), Illinois Procurement Code (30 ILCS 500), State Comptroller Act (15 ILCS 405), U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20), U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22), U.S. Department of Justice Regulations Governing Protection of Human Subjects (28 CFR Part 46), U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67) and the rules of the Authority (20 Ill. Adm. Code 1520).

The Executive Director of the Authority, in accordance with the Authority's Operating Procedures for the Administration of Federal Funds, may suspend or terminate performance of this agreement for nonconformance with any State or federal law or regulation, with such guidelines as specified in this section, or with the terms or conditions of this agreement.

#### **SECTION 28. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE**

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Implementing Agency certifies that it has not been barred from contracting with any unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

#### **SECTION 29. CERTIFICATION REGARDING LOBBYING.**

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. If receiving more than \$100,000 pursuant to this agreement, the Implementing Agency agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, the Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

#### **SECTION 30. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION**

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

#### **SECTION 31. DRUG FREE WORKPLACE CERTIFICATION**

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance program; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

### **SECTION 32. STATEMENTS, PRESS RELEASES, ETC.**

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the Implementing Agency shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

### **SECTION 33. COPYRIGHTS, PATENTS**

If this agreement results in a copyright, the Authority and OVW reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

### **SECTION 34. PUBLICATIONS**

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with VAWA funds, no later than 60 days prior to its printing.

For publications over 20 pages, the Authority will submit comments to the Implementing Agency no later than 30 days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 30-day review period.

For publications of 20 pages or less, the Authority will submit comments to the Implementing Agency no later than 10 working days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 10-day review period.

The Authority reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication, that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with VAWA funds, no later than 20 days prior to release of the final publication.

Exceptions to the above publication requirements may be granted upon prior Authority approval.

Any such publication shall contain the following statement:

"This project was supported by Grant # 2002-WF-BX-0021, awarded by the Office on Violence Against Women, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

### SECTION 35. FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and legal status listed below are correct:

Name: County of McLean

Taxpayer Identification Number:

Employer Identification Number 37-6001569

*(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

Legal Status:

<input checked="" type="checkbox"/>	Individual	X	Government Entity
<input type="checkbox"/>	Owner of Sole Proprietorship	<input type="checkbox"/>	Nonresident alien individual
<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Estate or legal trust
<input type="checkbox"/>	Tax-exempt hospital or extended care facility	<input type="checkbox"/>	Foreign corporation, partnership, estate, or trust
<input type="checkbox"/>	Corporation providing or billing medical and/or health care services	<input type="checkbox"/>	Other: _____
<input type="checkbox"/>	Corporation NOT providing or billing medical and/or health care services		

### SECTION 36. FEDERAL GRANT INFORMATION

By signing this agreement, the Implementing Agency acknowledges that it has been informed of the following information regarding the federal funds received under this agreement:

- Federal Awarding Agency: Office of Justice Programs, Office on Violence Against Women
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.588 Violence Against Women Formula Grants

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- Grant Award Name and Number: Violence Against Woman Formula Grants Program (2002-WF-BX-0021)
- Grant Award Year: Federal Fiscal Year 2002

#### **SECTION 37. DISPOSITION REPORTING**

The Implementing Agency certifies that it is in compliance with the reporting provisions of the Criminal Identification Act (20 ILCS 2630), when applicable, and agrees to cooperate with the Authority and other parties in the implementation of the State's Criminal Records Improvement Plan, developed by the Authority pursuant to federal law.

#### **SECTION 38. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES**

If the program described in Exhibit A is subject to requirements of the Criminal Intelligence System Operating Policies, 28 CFR Part 23, the Implementing Agency certifies to the Authority that the program shall conform with the operating policies set forth in 28 CFR Part 23.20 and meets funding criteria set forth in 28 CFR Part 23.30. If the program is subject to these requirements, the Implementing Agency shall cooperate with specialized monitoring and auditing of the program as may be required by 28 CFR Part 23.40(a), and shall comply with operating policies required by 28 CFR Part 23.40(b).

#### **SECTION 39. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT**

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

#### **SECTION 40. INTEGRATION**

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

#### **SECTION 41. SEVERABILITY**

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

#### **SECTION 42. CONFIDENTIALITY REQUIREMENTS**

OVW may issue confidentiality policies or guidelines that grantees must adhere to as a condition for the receipt of VAWA funds. The Implementing Agency shall comply with any of these policies or guidelines as a condition for the receipt of VAWA funds.

### SECTION 43. EQUIPMENT AND COMMODITY REQUIREMENTS

If, for an item of equipment described in Exhibit B to be funded with either federal or matching funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

- A. Reduce the amount of federal funding;
- B. Cancel this agreement;
- C. Allow the Implementing Agency to reallocate the federal or matching funds that were allocated for such equipment to other allowable, Authority approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

Equipment purchased using federal or matching funds shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

To the greatest extent practicable, all equipment and commodities purchased with federal and matching funds should be American-made.

#### SECTION 43.1 SPECIAL CONDITIONS

Funding for the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers #602170, 602171, 602172, 601173, 602174) is conditioned upon adherence to the following special conditions by all funded partner agencies, including McLean County State's Attorney's Office, McLean County Sheriff's Department, McLean County Court Services, Bloomington Police Department, and Mid Central Community Action, Inc.

1. No funds will flow for the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers #602170, 602171, 602172, 601173, 602174), including funds for initial cash requests, advance quarterly payments or quarterly reimbursements, until all required data and fiscal reports from all funded partner agencies, including McLean County State's Attorney's Office, McLean County Sheriff's Department, McLean County Court Services, Bloomington Police Department, and Mid Central Community Action, Inc., are received by the Authority.
2. The Multidisciplinary Team Response Protocol for McLean County shall be submitted to the Authority no later than 6 months after the start date of this agreement.
3. On at least an annual basis, the chief executive officers of all funded partner agencies, or their designees, shall:
  - Review the Multidisciplinary Team Response Protocol;
  - Notify the Authority as to any revisions made to the protocol; and
  - Provide a copy of any protocol revisions to the Authority.
4. On at least a quarterly basis, chief executive officers of all funded partner agencies, or their designees, shall meet regarding issues about the development and implementation of the Multidisciplinary Team Response Protocol.

5. On at least a monthly basis, persons in positions funded through the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers #602170, 602171, 602172, 601173, 602174) shall meet regarding domestic violence case statuses.
6. Law enforcement funded partners, including the McLean County Sheriff's Department and the Bloomington Police Department shall use a uniform domestic violence law enforcement report form, and encourage non-funded law enforcement agencies in McLean County to use the uniform report form.
7. If any grant-funded position is vacant for more than:
  - 30 days, the Implementing Agency must report by letter to the Authority the reasons for the vacancy, the steps the Implementing Agency is taking to fill the position, the date the Implementing Agency expects the position to be filled, and an explanation as to how services will be provided during the vacancy.
  - 60 days, the Implementing Agency must report by letter to the Authority the steps the Implementing Agency has taken, and will take, to fill the position; the date the Implementing Agency expects the position to be filled; and an explanation as to how services have been, and will continue to be, provided during the vacancy.
  - 90 days, the Implementing Agency must submit a written justification for continued funding to the Authority. Upon review of this justification, the Authority may, in its discretion, reduce the amount of federal funds awarded and/or terminate this agreement.

**SECTION 44. ACCEPTANCE**

The terms of this interagency agreement are hereby accepted and executed by the proper officers and officials of the parties hereto:

\_\_\_\_\_  
Lori G. Levin  
Executive Director  
Illinois Criminal Justice Information Authority  
Date

\_\_\_\_\_  
Michael F. Sweeney  
County Board Chairman  
McLean County  
Date

\_\_\_\_\_  
Rebecca McNeil  
Treasurer  
McLean County  
Date

\_\_\_\_\_  
William A. Yoder  
State's Attorney  
McLean County  
Date

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

## PROPOSAL NARRATIVE

Please respond to each of the items in the following sections. The answers to these questions will be your proposal.

### PART I: DESCRIPTION OF PARTNERSHIP

Please provide a *brief* description of your Multi-disciplinary Team, its members, and how it works. Describe both funded and un-funded partners.

Our MDT is comprised of funded and non-funded partners. Our funded partners are McLean County State's Attorney's Office, McLean County Sheriff's Office, McLean County Adult Court Services, Bloomington Police Department, and Mid-Central Community Action's "Countering Domestic Violence" program. The unfunded partners include Normal Police Department, McLean County Domestic Violence Task Force, Children's Advocacy Center, Collaborative Solutions Institute, PATH, Chestnut Health Systems, BroMenn Hospital, Eleventh Judicial Circuit Family Violence Coordinating Council, Corporate Alliance to End Partner Violence, and Western Avenue Community Center. We have added a new unfunded partner in the Children's Foundation. Our team members meet monthly to discuss any issues, problematic cases, new trainings and any other relevant topics. We have also discussed the adoption of a uniform lethality assessment tool.

Please explain your progress towards evidence-based prosecution or any extensive changes made if your MDT already has one.

The McLean County State's Attorney's Office has been using evidence-based prosecution for several years and look for every possible opportunity to use this tool. The Office uses handwritten statements, recorded statements, statements to medical providers, excited utterances, photographs and independent witnesses in an attempt to gain convictions in the absence of a cooperative victim or if victim safety requires. With this grant, we have been able to better coordinate our response to domestic violence cases and how evidence is collected. Through this improved coordination we have improved the quality of the evidence collected and improved our abilities to use evidence-based prosecution, which allows victims to be protected and offenders to be held accountable.

Please explain your progress towards a "No Drop" policy or any extensive changes made if your MDT already has one.

The Mclean County State's Attorney's Office has employed a "No Drop" policy for several years and continue to do so. Once charges are filed, the office proceeds with the prosecution regardless of victim cooperation using the techniques described in our evidence-based prosecution policy.

Please explain your progress towards a no dual arrest policy or any extensive changes made if

your MDT already has one.

The McLean County Sheriff's Department's domestic violence protocol does not specifically address dual arrests. During roll call training with the Sheriff's Office the State's Attorney's Office has discussed dual arrests and has trained officers in how to determine who is the primary aggressor in these types of situations. The Bloomington Police Department's domestic violence protocol discourages dual arrest and requires a thorough investigation to determine the predominant aggressor. This issue was also reviewed with Bloomington during roll call trainings conducted by the State's Attorney's Office. The Normal Police Department's domestic violence protocol does not specifically address dual arrests, but the issue was discussed during roll call training conducted by the State's Attorney's Office. This is a matter that is being discussed by the Steering Committee in their quarterly meetings for the development of a uniform domestic violence protocol.

Please explain your progress towards a uniform Domestic Violence Protocol or any extensive changes made if your MDT already has one.

In 1997, the McLean County State's Attorney's Office, McLean County Sheriff's Department, Bloomington Police Department and the Normal Police Department collaborated with treatment providers, victims' services, the McLean County Domestic Violence Task Force and the Family Violence Coordinating Council to develop and implement coordinated domestic violence protocols. These protocols remain in place and are still being followed. The Steering Committee has been meeting and discussing these protocols to develop a uniform Domestic Violence Protocol that will be adopted by all partners.

Please describe you MDTs relationship with the Family Violence Coordinating Council.

The Family Violence Coordinating Council is a non-funded member of MDT and are active participants in our monthly meetings and training opportunities. Our project coordinator, Jodi Ellsworth, MDT members and the FVCC's Coordinator, Sara Wilham, are currently working on a training opportunity for the local public schools. The Family Violence Coordinating Council also makes all MDT members aware of trainings that are available through the Family Violence Coordinating Council or other agencies. MDT members also attend any meetings held by the Family Coordinating Council and keep the Council informed of the progress made under the grant.

Please describe your progress towards the use of a uniform lethality assessment tool for domestic violence or any extensive changes made if your MDT already has one.

The MDT members have discussed numerous lethality assessment tools. The MDT members are currently engaged in the process of selecting a uniform lethality assessment tool and scheduling the required training for the chosen tool.

## **PART II. DESCRIPTION OF JURISDICTION**

Please provide a short description of the jurisdiction this project serves, including information on region, population served, any special characteristic or issues.

McLean County is located in Central Illinois, approximately halfway between Chicago and St. Louis on Highway I-55. The principal municipalities in McLean County are Bloomington and Normal. McLean County covers the largest geographical area of any county in the State of Illinois and is the thirteenth largest county, in population, in Illinois. For purposes of the Illinois Criminal Justice Information Authority, McLean County has been characterized as an urban county. We have approximately 150,000 people, consisting of approximately 6% who are African-American and a rapidly growing Hispanic population. The population of McLean County has been increasing at a rate of approximately 1% per year. It is believed that this growth characteristic is unique for Illinois counties outside of certain collar counties around Cook County.

## **PART III: PROBLEM STATEMENT**

Please explain the domestic violence issues you are addressing through the MDT.

McLean County and its many organizations have long been in the forefront in attempting to address the issue of domestic violence. Despite our previous efforts many areas of concern remain:

- Continuation of intergenerational cycle of abuse within our community.
  - Many children witness or are subject to domestic violence and are trapped in the environment as a result of the victim, usually the mother, not taking steps to remove herself or her children from the household. As a result those children often grow-up believing domestic violence is an acceptable if not standard occurrence in life.
- Victims that have not received services – no outreach for them so they remain silent and the abuse continues.
  - Many victims are not aware of, or do not participate in services which are available in our community. This occurs, in part, because of a lack of understanding of the programs available and fear of the unknown. As a result the victim remains in the abusive relationship because she feels trapped.
- Rapidly growing Spanish-speaking population that are not receiving treatment and services due to a language barrier and lack of available personnel.
  - Due to a language barrier, information regarding available services or the actual service may not be available because of a lack of personnel that speak Spanish.
- The elderly continue to suffer as a silent population because of lack of manpower to conduct aggressive follow-up in cases.
  - The elderly may be among the most vulnerable victims of domestic violence. Because of a sense of embarrassment or dependency on their abuser, domestic abuser of the elderly often goes unreported.

- Holding the offender accountable for their actions.
  - There is a lack of available resources to ensure that each offender successfully completes treatment. The review hearing process has improved compliance rates and completion in a timely manner. The funding of probation officers in McLean County Adult Court Services helps to ensure close monitoring for offenders. In addition, coordination among the partners has helped to build strong cases that can be used for evidence-based prosecution.
- Victims that are hostile to the prosecution process.
  - A lack of understanding or fear of the court system cause many domestic violence victims to fail to follow through with the prosecution process. A quicker response from victim services and a coordinated effort from law enforcement and the State's Attorney's office can increase victim understanding and reduce the fear of the court system.
- Lack of community education or awareness.
  - The MDT members have coordinated their efforts to participate in many community events and training opportunities. By combining resources and personnel, the MDT is able to reach a greater number in the community and to educate them regarding the issues of domestic violence and the resources available.
- Need for education of a new generation of police officers in domestic violence issues.
  - The State's Attorney's Office and the project coordinator have conducted roll call trainings at the Bloomington Police Department, Normal Police Department and the McLean County Sheriff's Department. These trainings allow new officers to be informed of the unique issues and challenges that are faced in domestic violence cases and to be informed of what evidence is needed for successful prosecutions, including evidence-based prosecutions

The table below is included to help your jurisdiction identify potential areas in need of improvement. If this information is not easily accessible within your agency, both county and municipal level data for Index offenses, and county level data for domestic offenses are available in the publication, *Crime in Illinois* produced by the Illinois State Police (ISP). This publication may be downloaded from the ISP web site: <http://www.isp.state.il.us/>. If you need municipal level data for domestic offense rates or other assistance obtaining any of this information, you may contact the Authority's Research & Analysis Unit at 312/793.8550.

**2001-2003**

Jurisdiction(s) served by your agency	Domestic-Related Arrest			Domestic Violence Prosecution			Numbers of Emergency Orders of Protection		
	2001	2002	2003	2001	2002	2003	2001	2002	2003
McLean County	598	532	531	734	609	578	124	92	74

Jurisdiction(s) served by your agency	Number of clients/victim services agency has assisted with Orders of Protection			Number of domestic violence offenders sentenced to probation			Number of domestic violence offenders sentenced to treatment/counseling		
	2001	2002	2003	2001	2002	2003	2001	2002	2003
McLean County	200	180	146	451	344	291	375	290	245

Please describe any gaps in the data requested.

The data provided from Countering Domestic Violence regarding the number of victims assisted with orders of Protection from 2000-2002 reflects ONLY victims who were made Countering Domestic Violence clients. Because the InfoNet data system only tracks client information, the Countering Domestic Violence intake process is now completed for every victim receiving legal advocacy and criminal justice advocacy services—unless their identified partner is already a client. This new procedure took effect October 2003 and will be utilized in the Protocol Grant to provide accurate comprehensive data.

The data included in the “sentenced to treatment” category is currently gathered from a free-text field. In order to gather accurate numbers under our current system, the files would have to be hand searched. We are improving that system of data collection under this grant by utilizing scantron forms that are read optically and fed into the database.

#### PART IV: REVIEW OF GOALS AND OBJECTIVES

Goals and objectives were created for this program during your past period of performance. A data report was also developed that gathered quantifiable information on the activities of your MDT. Use these items to indicate your performance of your goals and objectives from the grant period that began in 2004 and ended in 2005.

##### Goal 1: Build the multidisciplinary team

Objective	
Hire all multidisciplinary team staff by the end of month one	Status: All staff was hired by the agreed date
Procure Necessary equipment for the team by the end of month two	Status: All equipment was purchased or on order by the end of month two
Complete necessary training of team staff by the end of month six	Status: All team staff completed necessary team training including the victims services training course
Develop standards for case assignment to team staff by month three	Status: Standards for case assignments were
Hire all multidisciplinary team staff by the end of month one	Status: All staff was hired by the agreed date

**Goal 2: Track all domestic violence cases through the system to monitor progress and identify areas of improvement**

Objective	Status
Develop data collection method that captures domestic violence-related offenses across partner agencies within six months of project implementation	Status: Data collection methods were acquired by all of our team members by the end of month four.
Project Coordinator provides team members with analysis of compiled data each month	Status: All data is turned in every month in order to track each agencies changes from month to month as a team and discussed at the MDT monthly meetings
Conduct monthly Team reviews of the compiled data to identify gaps or areas of improvement	Status: The MDT discusses the data and specific cases and how they are handled or could be handled more smoothly.

**Goal 3: Improve communication between Multi-Disciplinary Team partners**

Objective	Status
Develop coordinated domestic violence Protocols within one year of project implementation	Status: We have combined all departments' protocols and have produced one protocol and are continuing to make changes and corrections to it as needed.
Team attends Family Violence Coordinating Council meetings and provides Council progress report of project activities	Status: Representatives from each department of our MDT attend the FVCC meetings regularly. We discuss our DV objectives at these meetings.
Conduct monthly Multi-Disciplinary Team meetings	Status: Monthly MDT meeting are held every month on the second Tuesday. We occasionally find that one meeting is not enough and tend to meet as a team numerous other occasions.

**Goal 4: Improve jurisdictional response to victims of domestic violence**

Objective	Performance Indicator
85 percent of all victims of domestic-related offenses reported to law enforcement will be told of victim's rights under Illinois Domestic Violence Act and be referred to the victim service agency for additional information/services	<ul style="list-style-type: none"> <li>• Number of domestic-related offenses reports to law enforcement. 1520 (L.E. section of data report)</li> <li>• Number of these reports in which victim was informed of rights. 1520 (Victim services section of data report)</li> <li>• Number of these reports in which victims were referred to victim service agency. 1411 (Victim services section of data report)</li> <li>• Narrative on status: Victims were</li> </ul>

	<p>notified of their rights in every domestic violence case in McLean County</p>
<p>85 percent of domestic- related reports to law enforcement will be submitted to victim service agency within 48 hours</p>	<ul style="list-style-type: none"> <li>• Number of victims served 1329</li> <li>• Number of victims partially served 0</li> <li>• Number of victims not served 0</li> </ul> <p>(All data found within the victim services section of data report) Narrative on status: Victims in need of services were fully served.</p>
<p>Digital photographs will be collected in 80 percent of domestic-related reports to law enforcement as needed</p>	<ul style="list-style-type: none"> <li>• Number of incident reports 1520 (L.E. section of data report)</li> <li>• Number of cases/incidents investigated 1296 (L.E. section of data report)</li> <li>• Number of domestic-related reports in which digital photographs were collected 854 (L.E. section of data report)</li> <li>• Narrative on status: Photographs were taken in 80% of all physical domestic violence cases. Cases that were verbal did not require photos to be taken</li> </ul>
<p>90 percent of Orders of Protection filed will be entered into Leads in 24 hours of filing.</p>	<ul style="list-style-type: none"> <li>• Number of Orders of Protection requested 241</li> <li>• Number of Orders of Protection filed 228</li> </ul> <p>(Data is found in L.E., victim services and prosecution sections) Narrative on status: Orders of Protection are tracked as temporary and final OP's. We have combined the numbers of each category to achieve this total number. These numbers come from victim services and prosecution data collection</p>
<p>80 percent of domestic-related arrests will be referred for prosecution</p>	<ul style="list-style-type: none"> <li>• Number of domestic-related arrests 1520 (L.E. section of data report)</li> <li>• Number of domestic-related arrests referred for prosecution 1520 (L.E. section of data report)</li> <li>• Number of case referrals received 606 (Prosecution section of data report)</li> <li>• Narrative on status: 100% of DV arrests were referred for prosecution. All arrests are referred to prosecution 100% of the time. There are 606 Cases in which an arrest was not made but</li> </ul>

	sent up to prosecution as a referral for prosecution.
90 percent of domestic-related arrests will be reviewed for completeness and additional evidence necessary	<ul style="list-style-type: none"> <li>• Number of case referrals received 606</li> <li>• Number of cases in which charges were filed 546</li> <li>• Number of cases in which an affirmative decision was made not to file charges 60</li> <li>• Number of cases transferred to a higher or lower court 0 (All data can be found in the prosecution section of data report)</li> <li>• Narrative on status: 90% of all DV related arrests have been reviewed for completeness.</li> </ul>
85 percent of victims will receive legal advocacy services	<ul style="list-style-type: none"> <li>• Number of victims receiving legal advocacy services 235 (Victim services section of data report)</li> <li>• Number of victims assisted with Order of Protection 200 (L.E., Victim services and prosecution sections of data report)</li> <li>• Narrative on status: more than 85% of clients receiving legal advocacy were assisted with orders of protection</li> </ul>

## PART V: REVIEW OF PROGRESS

How has the development of the MDT changed the way the partner agencies interact with other criminal justice and victim service agencies?

The MDT approach to a Coordinated Community Response to Domestic Violence has helped our county to communicate more effectively and understand the jobs of other agencies in order to be more productive. Each department can communicate in a more efficient manner in order to follow through with each case with a full understanding of all of the details that go along with particular cases. MDT partners communicate from the arrest and the referral to victim services to prosecution and right down to the probation department in many cases. The MDT has opened the lines of communication between every department and has also joined numerous agencies in McLean County into a network of communication. With this new collaborative effort our community is more aware of resources and services available in McLean County.

Explain any refinements that will need to be made to the protocols.

McLean County is in the process of making continuous revisions to the universal protocol throughout the next couple of years of this grant to achieve a protocol that includes various organizations that are new to our Multi-Disciplinary Team. We are refining the wording of our protocol to ensure that they can benefit all organizations in our community.

What barriers or obstacles to implementation has the MDT encountered?

Our agencies are spread out a little more than other counties working on this VAWA project. This can mean that sharing data and producing reports can be a little more challenging. However, even with this geographic discrepancy we work together very effectively and have set some effective guidelines to aid us in our communication.

How will you address these barriers?

We are making changes to accommodate this challenge. Some of these changes include more frequent meetings with team members and more communication with the Project Coordinator regarding the happenings in each department. A more organized method of data collection will help to report our progress to the MDT more effectively.

What training has the MDT members attended and how has this affected the MDT?

The Fifth International Conference on Domestic Violence in San Diego CA gave essential information regarding Domestic Violence and how it has evolved over the past few years. The information presented at this conference has inspired our project. Our team received cross training of other disciplines which helped them to have a better understanding of other aspects of the law enforcement system. Team members were trained new and innovative ways to protect victims and to prosecute more effectively. Numerous lethality assessments were presented and taught to the team to have a better understanding of how to effectively use a lethality assessment.

Five team members attended the Coordinated Community Response Conference in Duluth MN. Through the efforts of our team members we will present the information we learned to our team as well as partner agencies in our community in December. We learned how to more effectively achieve a coordinated community response. Along with this we were presented with new and different ideas and resources in order to aid us in our effort to build an effective coordinated community response.

The Project Coordinator attended the VESSA Training in Springfield. This training was beneficial to our team because it allowed us to bring this information back to the team and inform them of this Act. It also was presented to the CAEPV board that the Project Coordinator is on in order to inform employers of this new Act and how it can help workers and their families.

The Project Coordinator and the funded Assistant State's Attorney attended the 40 Hour Victim Services Training. This was beneficial to our team by having these two team members understand the job and components of victim services.

ASA Jane Foster attended the National District Attorneys Conference at Hollings National Advisory Center. At this training prosecutors were trained on evidence based prosecution.

Along with this various methods of lethality assessments were evaluated.

What trainings do the MDT members still need?

We hope to have the entire MDT, police officers, prosecutors, victims service advocates, probation and other community members trained to use our selected Lethality Assessment Tool in the next few months.

## PART VI: GOALS AND OBJECTIVES

### Goal 1: Improve communication between Multi-Disciplinary Team partners

Objective	Performance Indicator
<ul style="list-style-type: none"> <li>➤ Review coordinated domestic violence Protocols every year of project implementation</li> </ul>	<ul style="list-style-type: none"> <li>➤ Date coordinated domestic violence Protocols reviewed</li> <li>➤ Number of changes made to protocols</li> </ul>
<ul style="list-style-type: none"> <li>➤ Team attends Family Violence Coordinating Council meetings and provides Council progress report of project activities</li> </ul>	<ul style="list-style-type: none"> <li>➤ Number of Family Violence Coordinating Council meetings attended by project staff</li> <li>➤ Number of project progress reports provided to Council</li> </ul>
<ul style="list-style-type: none"> <li>➤ Conduct monthly Multi-Disciplinary Team meetings for funded staff</li> </ul>	<ul style="list-style-type: none"> <li>➤ Number of monthly Multi-Disciplinary Team meetings conducted</li> </ul>
<ul style="list-style-type: none"> <li>➤ Conduct quarterly Multi-Disciplinary Team Steering meeting for Heads of funded agencies</li> </ul>	<ul style="list-style-type: none"> <li>➤ Number of quarterly Multi-Disciplinary Team Steering meetings conducted</li> </ul>

### Goal 2: Improve jurisdictional response to victims of domestic violence.

Objective	Performance Indicator
<ul style="list-style-type: none"> <li>➤ 85 percent of all victims of domestic-related offenses reported to law enforcement will be told of victim's rights under Illinois Domestic Violence Act and be referred to the victim service agency for additional information/services</li> </ul>	<ul style="list-style-type: none"> <li>➤ Number of domestic-related offenses reports to law enforcement</li> <li>➤ Number of victims informed of rights</li> <li>➤ Number of these reports in which victims were referred to victim service agency</li> </ul>
<ul style="list-style-type: none"> <li>➤ 80 percent of victims that were seeking services</li> </ul>	<ul style="list-style-type: none"> <li>➤ Number of victims served</li> <li>➤ Number of victims partially served</li> <li>➤ Number of victims not served</li> </ul>
<ul style="list-style-type: none"> <li>➤ Digital photographs will be collected in 80 percent of domestic-related reports to law enforcement</li> </ul>	<ul style="list-style-type: none"> <li>➤ Number of victims served</li> <li>➤ Number of domestic-related incident reports</li> <li>➤ Number of domestic-related cases/incidents investigated</li> <li>➤ Number of domestic-related reports in</li> </ul>

	which digital photographs were collected
➤ 80 percent of Orders of Protection filed that are granted	➤ Number of Orders of protection requested ➤ Number of Orders of Protection granted
➤ 80 percent of domestic-related arrests will be referred for prosecution	➤ Number of domestic-related arrests ➤ Number of domestic-related arrests referred for prosecution
➤ 90 percent of domestic-related arrests will be reviewed for completeness and additional evidence necessary	➤ Number of domestic-related cases received ➤ Number of domestic-related cases where charges were filed ➤ Number of domestic-related cases in which an affirmative decision was made not to file charges ➤ Number of cases transferred to a higher or lower court
➤ 85 percent of victims will receive legal advocacy services	➤ Number of victims receiving legal advocacy services ➤ Number of victims assisted with Order of Protection
➤ 40 percent of cases charged as felonies	➤ Number of misdemeanor charges ➤ Number of felony charges ➤ Number of charges dropped
➤ 80 percent of offenders will receive intense probation services	➤ Number of unduplicated count of cases receiving probation services ➤ Number of face-to-face meetings with offender ➤ Number of telephone contact with offender ➤ Number of unscheduled surveillance of offender

## PART VII: PROGRAM STRATEGY

What direction do you see your MDT moving and how do you plan on achieving this?

Over the course of the next year the MDT will have implemented the lethality assessment to every funded and non funded partner agency in McLean County. The MDT is planning on doing DV training in hospitals and schools to raise awareness as well as provide necessary information to our community health care organizations and school districts. Through our monthly meetings we hope to achieve more productive and timely accomplishments of our goals. Over the course of the next year we will continue to improve our communication skills and do many community awareness events to raise awareness of DV.

### PARTVIII: IMPLEMENTATION SCHEDULE

The implementation schedule should be used as a planning tool for the program and should reflect a realistic projection of how the program will proceed. The implementation schedule should indicate the activities and services that will be provided; the month the activity begins; the month the activity is completed; the personnel responsible for each activity and the frequency with which the activity will be provided.

Activity	Month Began	Month Completed	Agency/Personnel Responsible	Ongoing how often?
<i>Example: Coordinate the MDT meeting with frontline staff</i>	<i>Month 1</i>	<i>Month 12</i>	<i>Project Coordinator</i>	<i>Monthly</i>
Conduct MDT meetings with funded and un-funded partners	Month 1	Month 12	Project Coordinator and all project staff	Monthly
Track all domestic violence cases	Month 1	Month 12	Project Coordinator, Law Enforcement, and State's Attorney's Office	Monthly
Roll Call Training for Law Enforcement	Month 3	Month 3	Project Coordinator, State's Attorney's Office and Countering Domestic Violence	Yearly
Implicate a Uniform Lethality Assessment Tool – begin training all grant and community partners	Month 1	Month 12	Project Coordinator, all project staff and un-funded partners that wish to participate	
Meet with DV Task Force Members	Month 3	Month 12	project coordinator, and all project staff	Monthly

**EXHIBIT B: BUDGET  
IDENTIFICATION OF SOURCES OF FUNDING**

**Implementing Agency: McLean County State's Attorney's Office  
Agreement #: 602170**

	<u>SOURCE</u>	<u>AMOUNT</u>
<b>Federal Amount:</b>	Violence Against Women Act (VAWA) FFY02	\$95,482
	Subtotal:	\$95,482
<b>Match:</b>	McLean County State's Attorney's Office	\$31,827
	Subtotal:	\$31,827
<b>Over Match:</b>	McLean County State's Attorney's Office	\$9,469
	Subtotal:	\$9,469
	<b>GRAND TOTAL</b>	<b>\$136,778</b>



EQUIPMENT Item	Cost per Unit	# of Units	Pro-rated Share	Federal Amount	Match Contribution	Total Cost
n/a	\$ -	-		\$ -	-	\$ -
	\$ -	-		\$ -	-	\$ -
	\$ -	-		\$ -	-	\$ -
	\$ -	-		\$ -	-	\$ -
	\$ -	-		\$ -	-	\$ -
	\$ -	-		\$ -	-	\$ -
	\$ -	-		\$ -	-	\$ -
	\$ -	-		\$ -	-	\$ -
	\$ -	-		\$ -	-	\$ -
	\$ -	-		\$ -	-	\$ -
<b>TOTAL EQUIPMENT COST</b>						\$ -

Budget Narrative for Equipment. Please give a brief description for each line of the Equipment Budget.

(See Attached Budget Instructions)

COMMODITIES Item	Cost / Month	# of Months	Federal Amount	Match Contribution	Total Cost
n/a	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
<b>TOTAL COMMODITIES COST</b>					\$ -

Budget Narrative for Commodities. Please give a brief description for each line of the Commodities Budget.  
(See Attached Budget Instructions)

TRAVEL n/a	Cost/Mile	# of Miles/mo	# of Months	Federal Amount	Match Contribution	Total Cost
Program Staff Mileage*				\$ -	\$ -	\$ -
Client Transportation				\$ -	\$ -	\$ -
Conference Travel**	Cost/ person	# of people	# of days	\$ -	\$ -	\$ -
Airfare					\$ -	\$ -
PerDiem					\$ -	\$ -
Lodging					\$ -	\$ -
Other (Specify)				\$ -	\$ -	\$ -
<b>TOTAL TRAVEL COST</b>				\$ -	\$ -	\$ -

\* State rate is calculated at \$.375/mile. If agency rate is lower use that lower rate.

\*\* Out of State Travel requires prior Authority approval.

See Attached Budget Instructions

(See Attached Budget Instructions)



	Federal Amount	Match Contribution	Total Cost
<b>GRAND TOTAL</b>			
PERSONNEL SERVICES	\$ 95,482.00	\$ 40,816.00	\$ 136,298.00
EQUIPMENT	\$ -	\$ -	\$ -
COMMODITIES	\$ -	\$ -	\$ -
TRAVEL	\$ -	\$ -	\$ -
CONTRACTUAL	\$ -	\$ 480.00	\$ 480.00
<b>TOTAL COST</b>	\$ 95,482.00	\$ 41,296.00	\$ 136,778.00

All procurements must be competitive

Use this sheet to calculate the fringe benefits to be paid for project personnel. For each element of the benefit package, indicate the rate as a percentage of salary or the dollar amount of the flat rate paid per employee. Use the TOTAL FRINGE BENEFITS amount from this worksheet as the fringe benefit dollar amount on the BUDGET under PERSONNEL SERVICES (cells G-13 and H13).

<b>RATED FRINGE BENEFITS</b>	<b>Rate as % of Salary</b>
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	8.580%
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	16.230%
Total Salary Paid By Grant (Federal and Match - Please use figure from cell I-12 in the Budget Detail)	\$110,555.00
<b>TOTAL RATED FRINGE BENEFITS</b>	<b>\$17,943</b>
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$ per FTE</b>
HEALTH/MEDICAL INSURANCE	\$3,000.00
OTHER (SPECIFY)	
Total Flat Rate Fringe	\$3,000.00
Number of grant-funded FTE (full-time equivalent) positions. (Please use figure from cell F-11 of Budget Detail)*	2.60
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$7,800</b>
<b>TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)</b>	<b>\$25,743</b>

\*PLEASE REFER TO YOUR RESPONSE IN EXHIBIT A, SECTION II, QUESTION #1.

Members Renner/Ahart moved the County Board approve a Request for Approval to Accept a Grant from the Illinois Criminal Justice Information Authority to Fund a Domestic Violence Multi-Disciplinary Team Program, Grant #602170 – State’s Attorney’s Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

McLEAN COUNTY – GRANT INFORMATION FORM

General Grant Information

<u>Requesting Agency or Department:</u> Children's Advocacy Center	<u>This request is for:</u> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant 4th year
<u>Grantor:</u> Illinois Criminal Justice Information Authority	<u>Grant Type:</u> <input checked="" type="checkbox"/> Federal, CFDA # <input type="checkbox"/> State <input type="checkbox"/> Other
<u>Anticipated Grant Amount:</u> \$ 335,925.00	<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Pre-Funded  Expected Initial Receipt Date: quarterly, Jan 2006
<u>Anticipated Match Amount (if applicable):</u> \$ 8,981.00	<u>Source of Matching Funds (if applicable):</u> Office supplies, conference, telephone service, electrical

Personnel and Information

<u>New personnel will be hired:</u> <input type="checkbox"/> Yes (complete chart below) <input checked="" type="checkbox"/> No	<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<u>New Personnel Expense Chart</u>	<u>Current FY.</u>	<u>Current FY+1</u>	<u>Current FY+2</u>
Number of Employees:			
Personnel Cost	\$	\$	\$
Fringe Benefit Cost	\$	\$	\$
Total Cost	\$	\$	\$

Additional Costs and Requirements (if applicable)

<u>Description of equipment to be purchased:</u>	<u>Description of subcontracting costs:</u>		
<u>Additional Costs Chart</u>	<u>Current FY</u>	<u>Current FY+1</u>	<u>Current FY+2</u>
Subcontractors	\$	\$	\$
Equipment	\$	\$	\$
Other	\$	\$	\$
Total Cost	\$	\$	\$

Other requirements or obligations: (increased workload, continuation of program after grant period, etc)

Responsible Personnel for Grant Reporting and Oversight:

*Renee Larkin*  
Department Head Signature

1-6-06  
Date

Grant Administrator Signature (if different)

Date

<b>OVERSIGHT COMMITTEE APPROVAL</b>	
Chairman	Date

Form Date: 1/3/05



**ILLINOIS  
CRIMINAL JUSTICE  
INFORMATION AUTHORITY**

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120 South Riverside Plaza • Suite 1016 • Chicago, Illinois 60606 • (312) 793-8550

December 27, 2005

Mr. Billie Larkin  
McLean County Child Advocacy Center / CASA  
200 West Front Street, Suite 500B,  
Bloomington, Illinois 61701

Dear Mr. Larkin: *Billie*

Enclosed you will find interagency agreement #205207 between your office and the Authority for the Child Advocacy Center Services Program. Please review the enclosed documents and notify me if revisions are necessary. If all is in order please obtain the necessary signatures on the agreement and certification forms and return the entire agreement with original signatures, to my attention for further processing. Please check the program narrative and budget for restrictions for allowable and unallowable activities.

Please note that this packet also includes two new forms regarding civil rights compliance. Please review, sign and forward these civil rights compliance certifications to the Authority. The authorized officials of the grant's Implementing Agency, as well as the grant's Program Agency, if applicable, must complete these forms. This grant cannot be submitted for final signature by the Authority's Executive Director until these forms have been completed.

I have also enclosed the fiscal information sheet and initial cash request forms needed to begin the drawdown of federal funds. Please fill out these forms and return them to me with the signed agreement. Once all signatures are received on the agreement, I will process the paperwork for you to receive your initial federal funds for this program.

Also, as you are aware program data and fiscal reports are due by the 15th of the month following the last quarter being reported. Please submit a fiscal and data report even if no activity occurs during the quarter.

As a reminder, the following activities may not be conducted on VOCA/match funded time:

Coordination of services (unless on behalf of a specific client).

Networking.

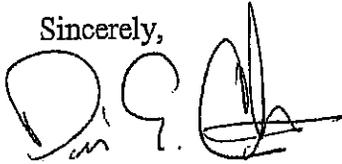
Development of protocols, interagency agreements, and other working agreements.

Presentations (except those complying with Section 37).

System advocacy (advocacy that is not on behalf of a specific client), lobbying, or administrative advocacy.

If you have any questions, please feel free to contact me at: [dcontreras@icjia.state.il.us](mailto:dcontreras@icjia.state.il.us) or (312) 793-7057. I look forward to working with you on this program.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dion E. Contreras', with a stylized flourish at the end.

Dion E. Contreras  
Federal and State Grants Unit

Enclosures

cc: MF 205207

<b>PROGRAM TITLE:</b>	Child Advocacy Center Service Programs
<b>AGREEMENT NUMBER:</b>	205207
<b>PREVIOUS AGREEMENT NUMBER(S):</b>	204207, 202207
<b>ESTIMATED START DATE:</b>	September 1, 2005
<b>SOURCES OF PROGRAM FUNDING:</b>	
<i>Vacuum of Crime for FFY 2005 Funds</i>	\$25,925.00
<i>Matching Funds</i>	\$8,981.00
<i>Over-Matching Funds</i>	\$1,169.00
<b>Total:</b>	<b>\$45,075.00</b>
<b>IMPLEMENTING AGENCY:</b>	The County of McLean on behalf of the McLean County Children's Advocacy Center/CASA
<b>ADDRESS:</b>	200 W. Front Street, Suite 500B Bloomington, Illinois 61701
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b>	37-6001569
<b>AUTHORIZED OFFICIAL:</b>	Michael Sweeney
<b>TITLE:</b>	McLean County Board Chair
<b>TELEPHONE:</b>	309-888-5100
<b>PROGRAM FINANCIAL OFFICER:</b>	Rebecca McNeil
<b>TITLE:</b>	Treasurer, McLean County
<b>TELEPHONE:</b>	309-888-5100
<b>PROGRAM AGENCY:</b>	The County of McLean on behalf of the McLean County Children's Advocacy Center/CASA
<b>ADDRESS:</b>	200 W. Front Street, suite 500B Bloomington, Illinois 61701
<b>PROGRAM DIRECTOR:</b>	Billie Larkin
<b>TITLE:</b>	Executive Director
<b>TELEPHONE:</b>	309-888-5854
<b>E-MAIL:</b>	Billie.Larkin@mcleancountyl.gov
<b>FISCAL CONTACT PERSON:</b>	Mary Whitaker
<b>AGENCY:</b>	McLean County children's Advocacy Center
<b>TITLE:</b>	Associate Director
<b>TELEPHONE:</b>	309-888-5853
<b>FAX:</b>	309-888-4969
<b>E-MAIL:</b>	Mary.Whitaker@mcleancountyl.gov
<b>PROGRAM CONTACT PERSON:</b>	Susan Thomas
<b>TITLE:</b>	Multi-County Family Child Advocate
<b>TELEPHONE:</b>	309-888-5656
<b>FAX:</b>	309-888-4969
<b>E-MAIL:</b>	Susan.Thomas@mcleancountyl.gov

INTERAGENCY AGREEMENT

Victims of Crime Act of 1984

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority", and the McLean County on behalf of the McLean County Child Advocacy Center, hereinafter referred to as the "Implementing Agency," with its principal offices at 200 West Front Street, Suite 500B, Bloomington, Illinois 61701, for implementation of the Child Advocacy Center Services Program.

**WHEREAS**, Section 7(k) of the Illinois Criminal Justice Information Act (20 ILCS 3930/7(k)) establishes the Authority as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds;" and

**WHEREAS**, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Victims of Crime Act of 1984 and enters into interagency agreements with state agencies, units of local government, and not-for-profit organizations for the use of these federal funds; and

**WHEREAS**, pursuant to the Victims of Crime Act of 1984, the Authority has been designated as the State agency responsible for administering this program; and

**WHEREAS**, the priorities of the Illinois Victims of Crime Program are:

Services to victims of crime, with priority given to victims of sexual assault, domestic violence and child abuse, and underserved victims of violent crime;

Services that assist the crime victim in participating in criminal justice proceedings and obtaining compensation for loss suffered as a result of victimization; and

Training of persons who provide services to victims of crime; and

**WHEREAS**, to ensure the minimum provisions of basic services to all victims of crime, the Authority's Action Plan prioritizes funding programs in the following manner:

Continue current victim service initiatives;

Provide victim services to underserved or unserved areas;

Expand and strengthen current victim services; and

Implement new victim service initiatives after other funding areas are adequately addressed; and

**WHEREAS**, the Authority designated the Implementing Agency to receive funds for the purpose of implementing a program to address one of the named areas.

**NOW, THEREFORE, BE IT AGREED** by and between the Illinois Criminal Justice Information Authority and the Implementing Agency as follows:

## SECTION 1. DEFINITIONS

"Program": means a planned, integrated approach to an identified problem which is characterized by clear goals, measurable objectives, the implementation of strategies to achieve those objectives and a mechanism for assessing the effectiveness of those strategies.

## SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from September 1, 2005 through August 31, 2006.

Costs incurred before the execution date of this agreement may be charged to this agreement if included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

## SECTION 3. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the original starting date of this agreement, the Implementing Agency agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Implementing Agency agrees to submit a second letter to the Authority explaining the implementation delay. The Authority may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Implementing Agency agrees to notify the Authority in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Authority may, at its discretion, reduce the amount of federal funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Authority will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Implementing Agency and not expended as of that date shall be repaid to the Authority upon notification by the Authority.

## SECTION 4. PAYMENT

The maximum amount of federal funds payable under this agreement is \$35,925 and is dependent on the expenditure of matching funds as described in this agreement and Exhibit B, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable state and federal laws and the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of program funds, including federal and matching funds, into a bank account in the name of the Implementing Agency, either depositing such funds into an account separate from any of its other bank accounts or treating such funds as a separate line item per its budget and audited financial statements. Federal funds shall be immediately deposited into such bank account.

#### **SECTION 5. MATCH**

The Implementing Agency certifies that it (a) meets the requirements of this agreement and (b) has at least 20 percent of its support (including in-kind contributions) from sources other than federal funds for the program described in Exhibit A. Therefore one dollar in cash or in-kind match is required for each four dollars of federal funding received.

Failure of the Implementing Agency to apply non-federal financial support to the program described in Exhibit A in the amount of at least 20 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, the Implementing Agency shall apply non-federal financial support to the program, as described in Exhibit B.

#### **SECTION 6. NON-SUPPLANTATION**

The Implementing Agency certifies that VOCA funds will not be used to supplant (replace) State or local funds. VOCA funds must increase the amount that would otherwise be available to the Implementing Agency for the types of activities eligible for funding under the Victims of Crime Act of 1984.

#### **SECTION 7. FUNDING ELIGIBILITY REQUIREMENTS**

Implementing Agency certifies that it, and its subcontractors, shall use VOCA and match funds for only allowable services, activities and costs, as described in the Victims of Crime Act Crime Victims Assistance Program Guidelines; Section E. Services, Activities, and Costs at the Subrecipient Level.

The Implementing Agency certifies that only those costs related to the delivery of direct services to victims of crime shall be paid pursuant to this agreement, in accordance with Exhibit B.

In administering the program described in Exhibit A the Implementing Agency agrees that it:

- (a) Is a nonprofit organization or public agency that provides services to victims of crime;
- (b) Has a record of providing effective service to victims of crime and at least 20 percent of its financial support (including in-kind contributions) is from non-federal sources; or, if it has not yet demonstrated a record of providing services, it can demonstrate that 25-50 percent of its financial support comes from non-federal sources;
- (c) Utilizes volunteers;
- (d) Promotes coordinated public and private efforts within the community served to aid crime victims;
- (e) Assists victims in seeking available crime victim compensation benefits;
- (f) Maintains statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability, and permits reasonable access to its books, documents, papers, and records to determine whether the Implementing Agency is complying with applicable civil rights laws; this requirement is waived when the Implementing Agency is providing a service, such as telephone counseling, where soliciting the information

may be inappropriate or offensive to the crime victim;

- (g) Provides services to victims of federal crimes on the same basis as victims of State and local crimes;
- (h) Provides services to crime victims, at no charge, through the program described in Exhibit A; and
- (i) Maintains confidentiality of client-counselor information, as required by State and federal law.

Implementing Agency certifies that it, and its subcontractors, shall not use VOCA or match funds to pay for presentations given by VOCA or match funded personnel, unless the following conditions are adhered to. These presentations should serve as a means of reaching the project's target population either through outreach to individual crime victims or through agencies that typically have contact with the target population.

- VOCA or match funded staff time, not to exceed an average of 4 hours per month, may be used to provide public presentations to community groups and schools provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services.
- VOCA or match funded staff time, not to exceed an average of 10 hours per month, may be used to provide public presentations to criminal justice personnel and medical service providers provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services.

#### **SECTION 8. PROGRAM DESCRIPTION, BUDGET, EXHIBITS AND AMENDMENTS**

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

The documents appended are made a part of this agreement, as exhibits and amendments as the case may be. Any amendment to this agreement must be signed by the parties to be effective. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits and amendments.

#### **SECTION 9. OBLIGATIONAL LIMITATION**

Payment under this agreement is subject to passage of a suitable and sufficient appropriation by the Illinois General Assembly. Obligations of the State of Illinois will cease immediately without penalty of further payment being required in any fiscal year should the actions of the General Assembly or any applicable funding source result in the failure to appropriate or otherwise make available sufficient funds for this agreement.

#### **SECTION 10. FINANCIAL CAPABILITY**

The Authority may, in its discretion, require the Implementing Agency to provide documentation on its financial capability. This may include, but is not limited to, copies of the Implementing Agency's annual report, credit reports, delinquency status of Federal debt, and assurances on the adequacy of the Implementing Agency's accounting system and operations. The Implementing Agency must comply with federal and state financial management standards.

#### **SECTION 11. REPORTING AND EVALUATION REQUIREMENTS**

Unless another reporting schedule has been required or approved by the Authority, the Implementing Agency agrees to submit the following minimum data to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, within 15 days following the quarter covered by the report:

- a) Victim Statistics: Total number of victims and significant others served by program, type of crime, type of services provided, race, sex, age, national origin and disability, where such information is voluntarily furnished by those receiving services; and
- b) Staff Information: Number of hours and types of service contributed during the reporting period by paid and volunteer staff.

The Implementing Agency agrees to submit the following information as required by the Authority:

- a) Changes that have been made in the program since receiving the federal funds that will benefit victims of crime;
- b) A short description of how the program has coordinated its activities with other service providers in the community;
- c) A short description of how the program has assisted crime victims in seeking available crime victim compensation benefits;
- d) Victim statistics, including the total number of victims served by criminal justice status (i.e. reporting/non-reporting, prosecution/non-prosecution);
- e) Staff information, including the number of hours of training received by volunteers and paid staff;
- f) Program information and activities, including the number of hours of training presented, number of hours of public information and education programs presented; and
- g) Number of referrals to/from other agencies.

Unless another reporting schedule has been required or approved by the Authority, the Implementing Agency is also required to submit quarterly fiscal reports and to file year-end program financial status reports. The Executive Director of the Authority will determine the content and form of these reports. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

## SECTION 12. MAINTENANCE OF RECORDS

The Implementing Agency agrees to maintain records which document activity reported to the Authority pursuant to this agreement. Such records shall be accessible to the Authority for monitoring purposes no more than 10 days following a request that such records be produced by the Implementing Agency. Inability of the Implementing Agency to produce such records or failure to produce such records shall be cause for suspension or termination of this agreement.

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not

available to support their purported disbursement.

If any litigation, claim, negotiation, audit, review or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it or until the end of the regular 3-year period, whichever is later.

### **SECTION 13. CLOSE-OUT REQUIREMENTS**

Within 45 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by the Authority.

### **SECTION 14. INSPECTION AND AUDIT**

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits shall be made in accordance with the Generally Accepted Government Auditing Standards (GAGAS), General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after the close of the Implementing Agency's audit period.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in this agreement and all other program activity.

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

### **SECTION 15. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS**

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practical, open and free competition. The Implementing Agency must use procurement procedures that minimally adhere to all applicable laws, executive orders and federal guidelines. The Implementing Agency shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

The Implementing Agency shall follow its established procurement process if it minimally adheres to applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of \$100,000 or less, the Implementing Agency must solicit quotes or bids from at least three sources.

- For procurements over \$100,000, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All RFPs over \$100,000, that involve the use of federal or matching funds, must be submitted by the Implementing Agency to the Authority for review and written approval prior to their issuance. In addition, the Authority reserves the right to request that any RFP or IFB, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its issuance.

As required by the Authority, the Implementing Agency shall submit documentation regarding its procurement procedures and grant-funded purchases for Authority review and approval, to assure adherence to applicable federal guidelines.

#### **SECTION 16. SUBCONTRACTING**

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts over \$100,000 that are funded with federal or matching funds must be submitted by the Implementing Agency for Authority review and approval prior to their effective dates and execution by the Implementing Agency. In addition, the Authority reserves the right to require that any subcontract funded with federal or matching funds, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its effective date and execution by the Implementing Agency.

As required by the Authority, the Implementing Agency shall submit documentation regarding contracts to be funded with federal or matching funds for Authority review and approval, to assure adherence to applicable federal guidelines.

Approval of the use of subcontractors by the Authority does not relieve the Implementing Agency of its obligation to assure performance under this agreement.

#### **SECTION 17. ASSIGNMENT**

The Implementing Agency shall make no assignment or transfer of this agreement, any subcontracts under this agreement or of any of the monies due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

#### **SECTION 18. INDEPENDENT CONTRACTOR**

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

## SECTION 19. MANAGEMENT AND DISPOSITION OF EQUIPMENT AND COMMODITIES

Equipment and commodities acquired by the Implementing Agency with agreement funds shall be used for purposes of the program described in Exhibit A only. The Implementing Agency shall retain the equipment and commodities acquired with agreement funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by federal funds. If the equipment or commodities originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced or there is no longer a need for the equipment or commodities, the Implementing Agency shall request instructions from the Authority.

The Authority may deny equipment and commodities costs or require that the Implementing Agency relinquish already purchased equipment and commodities to the Authority, if the Implementing Agency fails to employ an adequate property management system, governing the use, protection and management of such property. The Implementing Agency is responsible for replacing or repairing equipment and commodities that are willfully or negligently lost, stolen, damaged or destroyed. The Implementing Agency shall provide equivalent insurance coverage for equipment and commodities acquired with agreement funds as provided for other equipment and commodities owned by the recipient. Any loss, damage or theft of equipment and commodities shall be investigated and fully documented, and immediately reported to the Authority.

If, for an item of equipment described in Exhibit B to be funded with either federal or matching funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

- A. Reduce the amount of federal funding;
- B. Cancel this agreement;
- C. Allow the Implementing Agency to reallocate the federal or matching funds that were allocated for such equipment to other allowable, Authority approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

Equipment purchased using federal or matching funds shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

## SECTION 20. CONFLICTS OF INTEREST

The Implementing Agency agrees to comply with applicable provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all applicable terms, conditions and provisions of the code are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. The Implementing Agency shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

## SECTION 21. IMPLEMENTING AGENCY COMPLIANCE

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:

- The Victims of Crime Act of 1984; Office of Justice Programs, Office for Victims of Crime, Victims of Crime Act Victim Assistance Grant Final Program Guidelines (62 FR 19607, April 22, 1997); and the Office of Justice Programs' Financial Guide.
- Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133, Executive Order 12372; Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); State Comptroller Act (15 ILCS 405); and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).
- Provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 31, OJJDP grant programs; Part 33, Bureau of Justice Assistance grant programs; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 66, Uniform administrative requirements for grants and cooperative agreements to State and local governments; Part 67, Governmentwide Debarment and Suspension (Nonprocurement); and Part 69, New Restrictions on Lobbying; Part 70, Uniform administrative requirements for grants and agreements (including subawards) with institutions of higher education, hospitals and other non-profit organizations; Part 83, Government-wide requirements for drug-free workplace (Grants).
- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.
- National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15).
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.

- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

## **SECTION 22. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION**

If the Implementing Agency undertakes new activities related to the use of federal grant or matching funds in connection with the program that include one or more of the activities listed below, the Implementing Agency shall assist the Authority and the U.S. Department of Justice, Office for Victims of Crime (OVC), in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements, including but not limited to those listed in this agreement.

The Implementing Agency acknowledges that this section applies to new activities whether or not they are being specifically funded with federal grant or matching funds, in connection with the program. As long as the new activity is being conducted by the Implementing Agency, or any subgrantee, subcontractor, or any third party, and the new activity needs to be undertaken in order to use the federal grant or matching funds in connection with the program, the terms of this section must be met.

Prior to obligating federal grant or matching funds in connection with the program, the Implementing Agency must determine if any of the following activities will be related to the use of such federal grant or matching funds. The Implementing Agency must notify the Authority in writing if it will be conducting any of the following activities, when the activity is undertaken in order to use, or is funded with, federal grant or matching funds in connection with the program:

- New construction.
- Minor renovation or remodeling of a property either (a) listed or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
- A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size.
- Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

For existing and continuing programs or activities that will be funded with federal grant or matching funds through the Authority, upon request by the Authority as directed by OVC, the Implementing Agency shall cooperate with OVC in any preparation by OVC of a national or program environmental assessment of that funded program or activity.

## **SECTION 23. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE CERTIFICATION**

If the Implementing Agency is considering renovation work that would alter or otherwise improve the exterior or interior of a structure that will be used to accommodate the grant program, the Implementing Agency certifies it shall assist the Authority and the Office of Victims of Crime (OVC) in complying with the National Historic Preservation

Act (NHPA).

The Implementing Agency must establish and maintain records to determine if the structure is 50 years or older. If any portion of the structure is 50 years or older, the Implementing Agency shall contact the Authority. The Implementing Agency shall provide the Authority with any information needed to comply with NHPA. This may include assisting the Authority and OVC in consulting with the State Historic Preservation Office and amending the proposed renovation to avoid any potential adverse impact to an historic structure. The Implementing Agency cannot begin the proposed renovation of a structure 50 years or older until the Implementing Agency receives written approval from the Authority.

The Implementing Agency acknowledges that this section applies to proposed renovation work whether or not it is being specifically funded with federal grant or matching funds. As long as the proposed renovation is being conducted by the Implementing Agency or any third party to accommodate the use of the federal grant or matching funds, the Implementing Agency must assist the Authority and OVC in complying with the NHPA.

If the records established and maintained by the Implementing Agency clearly document that the structure is less than 50 years old, the Implementing Agency must submit these documents to the Authority to receive approval for the proposed renovation being exempt from the NHPA.

#### **SECTION 24. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION**

If the Implementing Agency has 50 or more employees and is receiving at least \$25,000 through this agreement, or another grant funded by the U.S. Department of Justice, the Implementing Agency shall formulate, implement and maintain an equal employment opportunity program in accordance with 28 CFR Part 42, Nondiscrimination; Equal Employment Opportunity; Policies and Procedures. If required by this section, the Implementing Agency certifies that an equal employment opportunity program will be in effect during the period of performance of this agreement. In addition, an Implementing Agency receiving \$500,000 or more through this agreement, or \$1,000,000 or more in aggregate grant funds in an 18 month period, shall submit a copy of its equal employment opportunity plan to the Authority.

The Implementing Agency shall complete and submit an EEO Plan Certification to the Authority. This Certification will indicate if the Implementing Agency is required to have an EEO Plan or if the Implementing Agency is exempt from this requirement.

#### **SECTION 25. CIVIL RIGHTS COMPLIANCE CERTIFICATION**

The Implementing Agency certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. The Implementing Agency agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5).

The Implementing Agency assures compliance with the following laws, and all associated rules and regulations:

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);
- Title VI of the Civil Rights Act of 1964, as amended;
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472);

- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Department of Education Non-Discrimination Regulations, 34 CFR Part 106;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25;
- The Illinois Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS.575;
- The State Prohibition of Goods from Forced Labor Act, 30 ILCS 583.

All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

The Implementing Agency shall complete and submit a Civil Rights Certification. In the event that a federal or State court or administrative agency has made a finding of discrimination within the past 5 years after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority along with the Certification. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

The Implementing Agency certifies that it shall not pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates, and that it shall comply with all provisions of the Discriminatory Club Act (775 ILCS 25).

#### **SECTION 26. CONFIDENTIALITY OF INFORMATION**

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

#### **SECTION 27. DEBARMENT AND A DRUG-FREE WORKPLACE CERTIFICATION**

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed

for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Implementing Agency certifies that it has not been barred from contracting with any unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

#### **SECTION 28. LOBBYING CERTIFICATION**

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. No funds under this grant may be used, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government.

If receiving more than \$100,000 pursuant to this agreement, Implementing Agency agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

#### **SECTION 29. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION**

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979; or the regulations of the U.S. Department of Commerce promulgated under that Act.

#### **SECTION 30. DRUG FREE WORKPLACE CERTIFICATION**

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.

- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (A) abide by the terms of the statement; and
  - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance program; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

### **SECTION 31. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT**

The Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Agency solicits or intends to solicit for employment any of the Authority's employees during any part of the award funding process or during the term of any interagency agreement awarded.

### **SECTION 32. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES**

The Implementing Agency shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Implementing Agency to verify that persons employed by the Implementing Agency are eligible to work in the United States.

### **SECTION 33. DISPOSITION REPORTING CERTIFICATION**

The Implementing Agency certifies that it is in compliance with the reporting provisions of the Criminal Identification Act (20 ILCS 2630), when applicable, and agrees to cooperate with the Authority and other parties in

the implementation of the State's Criminal Records Improvement Plan, developed by the Authority pursuant to federal law.

#### **SECTION 34. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES CERTIFICATION**

If the program described in Exhibit A is subject to requirements of the Criminal Intelligence System Operating Policies, 28 CFR Part 23, the Implementing Agency certifies to the Authority that the program shall conform with the operating policies set forth in 28 CFR Part 23.20 and meets funding criteria set forth in 28 CFR Part 23.30. If the program is subject to these requirements, the Implementing Agency shall cooperate with specialized monitoring and auditing of the program as may be required by 28 CFR Part 23.40(a), and shall comply with operating policies required by 28 CFR Part 23.40(b).

#### **SECTION 35. COPYRIGHTS, PATENTS**

If this agreement results in a copyright, the Authority and the Office for Victims of Crime reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

#### **SECTION 36. STATEMENTS, PRESS RELEASES, ETC.**

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the Implementing Agency shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

#### **SECTION 37. PUBLICATIONS**

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with federal or matching funds, no later than 60 days prior to its printing.

For publications over 20 pages, the Authority will submit comments to the Implementing Agency no later than 30 days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 30-day review period.

For publications of 20 pages or less, the Authority will submit comments to the Implementing Agency no later than 10 working days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 10-day review period.

The Authority reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication no later than 20 days prior to release of the final publication.

Exceptions to the above publication requirements may be granted upon prior Authority approval.

Any such publication shall contain the following statement:

"This project was supported by Grant # 2005-VA-GX-0039, awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

Publications subject to these requirements include any planned, written, visual or sound materials, including but not limited to, brochures, booklets, videos, posters, radio and television announcements, training fliers, interim or final reports, and conference and presentation materials, that are substantively based on the project and prepared by the Implementing Agency. These requirements are inapplicable to press releases, newsletters and issue analyses.

### SECTION 38. FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and legal status listed below are correct:

Name: McLean County on behalf of the McLean County Child Advocacy Center

Taxpayer Identification Number:

Social Security Number

or

Employer Identification Number

37-6001569

*(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

Legal Status:

<input type="checkbox"/>	Individual	<input checked="" type="checkbox"/>	Governmental
<input type="checkbox"/>	Sole Proprietor	<input type="checkbox"/>	Nonresident alien
<input type="checkbox"/>	Partnership/ Legal Corporation	<input type="checkbox"/>	Estate or trust
<input type="checkbox"/>	Tax-exempt	<input type="checkbox"/>	Pharmacy (Non-Corp.)
<input type="checkbox"/>	Corporation providing or billing medical and/or health care services	<input type="checkbox"/>	Pharmacy/Funeral Home/Cemetery (Corp.)
<input type="checkbox"/>	Corporation NOT providing or billing medical and/or health care services	<input type="checkbox"/>	Other: _____

Not-for-Profit entities should indicate such in the "Other" category.

### SECTION 39. FEDERAL GRANT INFORMATION

By signing this agreement, the Implementing Agency acknowledges that it has been informed of the following information regarding the federal funds received under this agreement:

- Federal Awarding Agency: Office of Justice Programs, Office for Victims of Crime
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.575 Crime Victims Assistance
- Grant Award Name and Number: Crime Victim Assistance Grant Program (2005-VA-GX-0039)
- Grant Award Year: Federal Fiscal Year 2005

#### **SECTION 40. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT**

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

#### **SECTION 41. INTEGRATION**

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter of this agreement and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

#### **SECTION 42. SEVERABILITY**

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

#### **SECTION 43. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT**

The Executive Director of the Authority may suspend or terminate performance of this agreement, in whole or in part, when an Implementing Agency fails to comply with any State or federal law or regulation or with the terms or conditions of this agreement. The Authority may take one or more of the following actions:

- Temporarily withhold cash payments pending correction of the deficiency by the Implementing Agency
- Disallow all or part of the cost of the activity or action not in compliance
- Wholly or partly suspend or terminate the current agreement
- Withhold further awards to the Implementing Agency
- Pursue other legal remedies, as applicable.

If the Authority terminates an agreement, the Authority will notify the Implementing Agency in writing of its decision, specify the reason, afford the Implementing Agency a reasonable time to terminate project operations, and request the Implementing Agency seek support from other sources. An agreement that is terminated pursuant to this section will be subject to the same requirements regarding audit, recordkeeping, and submission of reports as an agreement that runs for the duration of the period of performance. Any appeals will be conducted in accordance with the Authority's Operating Procedures for the Administration of Federal Funds (20 Il. Adm. Code 1520.60).

#### **SECTION 43.5 SPECIAL CONDITIONS**

Implementing Agency certifies that it shall not use VOCA or match funds to pay for multidisciplinary team (MDT) coordination services, described in Exhibit A, unless the following conditions are adhered to:

- A) Coordination services must be with respect to specific individual cases, and include monitoring of the direct service plan and keeping parents/guardians apprised of criminal justice activities.

Coordination of the MDT must be necessary and essential to the provision of direct services, as well as a way to serve victims more effectively.

**SECTION 44. ACCEPTANCE**

The terms of this interagency agreement are hereby accepted and executed by the proper officers and officials of the parties hereto:

\_\_\_\_\_  
Lori G. Levin  
Executive Director  
Illinois Criminal Justice Information Authority  
Date

\_\_\_\_\_  
Michael Sweeney  
Board Chair  
McLean County  
Date

\_\_\_\_\_  
Rebecca McNeil  
Treasurer  
McLean County  
Date

  
\_\_\_\_\_  
Billie Larkin  
Executive Director  
McLean County Child Advocacy Center  
Date 12-28-05

**EXHIBIT A:  
PROGRAM NARRATIVE**

**VICTIMS OF CRIME ACT**

Organization Name: The County of McLean on behalf of the Children's Advocacy Center/CASA

Organization Address: 200 West Front Street, Suite 500B  
Bloomington, Illinois 61701

Type of Implementing Agency (Check one)

Criminal Justice- Government

Law Enforcement

Prosecution

Probation

Other

Private Non-Profit

Please Provide the Total Amounts of Funding Allocated to Victim Services Based on Your Agency's Current Fiscal Year Budget:

Federal (Excluding VOCA) \$ 48,552

VOCA Funds \$ 115,334

State \$ 151,665

Local \$ 145,000

Other \$ 0

How many FTE (Full-time Equivalent) volunteer staff are used by your agency as a whole? 14 FTE

What activities do they perform?

The agency uses volunteers for the CASA program as advocates serving in the best interest of abused and neglected children. As well the 13 member board of directors, full time interns and two administrative volunteers contribute to the FTE volunteer hours.

If you do not use volunteers please check this box and complete the volunteer waiver certification included in the continuation packet.

The following information is required (attachments are acceptable).

Federal Congressional Districts 109th

Counties Served by VOCA Program Livingston and DeWitt Counties

Cities Served by VOCA Program All cities in those counties

State Legislators representing these Areas State Senator Dan Rutherford, State Representative Keith Sommer, State Senator William Brady, US Representatives Timothy V. Johnson, State Representative Bill Mitchell

Population of Service Area 56,000

This proposal makes a special effort to target any Un-Served or Underserved Populations (Check if Applicable)

If So, Please Check All Un-Served or Underserved Populations being Targeted

African American

Mentally Disabled

Hispanic

Physically Disabled

Rural

Underserved Urban

Elderly

Children

Other (specify) \_\_\_\_\_

Non-English Speaking

Identify the Victim(s) to be served through this VOCA-Funded Program and the amount of federal funds allocated accordingly

\$ \_\_\_\_\_ All Victims of Crime

\$ \_\_\_\_\_ Survivors of Homicide Victims    \$ 35,924.47 Child Physical Abuse

\$ \_\_\_\_\_ Adult Sexual Abuse    \$ Combined with above Child Sexual Abuse

\$ \_\_\_\_\_ Domestic Violence    \$ \_\_\_\_\_ Robbery

\$ \_\_\_\_\_ Elder Abuse    \$ \_\_\_\_\_ Other Violent Crimes

\$ \_\_\_\_\_ DUI/DWI Crashes    \$ \_\_\_\_\_ Other (name type)

Please respond to each of the items in the following seven sections. The answers to these questions will be your proposal. You may use additional sheets if necessary.

### I. Description of Organization

In this section, we are trying to gain a general sense of your agency's overall goals and activities, NOT solely the program for which you are seeking VOCA funds.

1. Please provide a *brief* description of your agency.

The Children's Advocacy Center/CASA of McLean County is dedicated to serving the needs of children who have disclosed sexual or physical abuse, their non-abusing caregivers and following the child and the family through the court system advocating for their best interest.

2. Besides the services funded through this grant, what other services does your agency provide?

This grant funds the Children's Advocacy Center Program for Livingston and DeWitt counties, other services provided outside the parameters of this grant include: Forensic interviewing of children who have disclosed physical or sexual abuse, The Court Appointed Special Advocate (CASA) program that acts as a voice for the child in the juvenile court proceedings, adult child sexual abuse survivors support group, forensic medical exams, counseling with an on site therapist, training for MDT members, community education and training, collaboration with local, state and nation-wide agencies and member organizations

3. Please indicate the total number of staff dedicated to victim services at your agency.

Type of staff	Number of staff
Number of staff providing direct service. <i>(Do not include managerial and support staff in this count).</i>	7
Number of managerial staff	1.0
Number of administrative support staff	0

## II. Summary of Program

This section will help us understand the program for which you are seeking VOCA funds. This must include all direct services to be provided to crime victims with VOCA and match funds. **Do not** include a description of activities that will not be funded with VOCA or match funds.

1. How many staff members are funded under this grant program (Federal & Match)?

Title of Staff Person	*FTE % for VOCA funded program
Multi County case manager	100% FTE/1 FTE

**\*FTE is defined as Full Time Equivalent**

2. Please provide a *brief* summary of the VOCA funded program.

The Children's Advocacy Center first and foremost priority is the child victim and non-offending caregivers. This VOCA funded program is targeted to victims in Livingston and DeWitt counties and is dedicated to making the experience the least traumatic possible for the child and the family by offering direct services. Every effort is made to keep the child victim and non-offending caregiver informed and connected to services and treatment in the community. Safety, security and integrity are vital components for the child and family and are reflected in the services this program offers.

3. Which of the following direct client services to crime victims will **this program** provide? (*Please refer to the Instructions' section for service definitions*)

Check all that apply	Direct Client Services
	Crisis Counseling
	Therapy
X	Follow Up Contact
X	Group Treatment
X	Information and Referral (In-person)
X	Information and Referral (Telephone Contacts)
X	Criminal Justice Support / Advocacy
	Emergency Financial Assistance
	Emergency Legal Advocacy
X	Assistance in Filing Compensation Claims
X	Personal Advocacy
X	Medical Advocacy
	Crisis Hotline Counseling
X	Other (Specify) Multidisciplinary Team meetings including pre and post staffing during child interview and monthly case review, quarterly peer review
	Other (Specify)

4. Does **this program** provide direct services for all crime victims that come into contact with your agency, **OR** a sub-population of crime victims (*e.g. domestic violence victims, non-English speaking victims, disabled victims, teenage victims*)?

CHECK ONE:

ALL CRIME VICTIMS  
 SUB-POPULATION OF CRIME VICTIMS

If SUB-POPULATION OF CRIME VICTIMS, please identify:

Child Sexual and Physical abuse crime victims and non-offending caregivers

5. What are the primary qualifications of program-funded staff? **Please attach an updated job description and updated resume for each position including duties and qualifications.** If the position is not 100% VOCA-funded, asterisk the duties that apply to this program on the job description.

For the Multi County Case manager position a minimum of an undergraduate degree with work experience and training in child welfare, maltreatments, case management and advocacy. The qualifications will include a proven history of working with children or within family structure, collaboration with agencies, leadership and follow through.

6. Who oversees **this program**?

The project will be overseen by Mary Whitaker, Associate Director of Operations and Billie Larkin, Executive Director

7. How does **this program** complement the other activities and services provided at your agency?

The program is instrumental in bringing full and comprehensive services to rural Livingston and DeWitt counties as offered in larger McLean County. All counties served by the program receive the same full array of services to child victims and non-offending caregivers. This program also complements the other services provided at the Center such as forensic interviews, medical evaluations and on site therapist. Whereas some non funded VOCA services offered by the agency focus on the investigation of child sexual and physical abuse cases this program allows us to link those victims and families to direct support services by offering follow up, advocacy, referral and case management.

### III. Review of Goal(s) and Objectives

This section provides an overview of your program's accomplishments during the current performance period, and also helps us learn about what helped or hindered your program during this time. *(This section should provide guidance as to whether objectives or program strategies should be modified for the upcoming year.)*

A universal goal was developed for your current grant program. Please indicate the goal that was chosen for your current performance period.

To provide direct services to (CHECK ONE BELOW):

ALL CRIME VICTIMS

Child sexual and physical abuse victims and non offending caregivers  
CRIME VICTIMS

(Insert sub-population of crime victims here.)

**for the purpose of alleviating trauma and suffering incurred from victimization.**

The current interagency agreement list objectives that you set estimated service numbers for your period of performance. Many of you did not start using InfoNet and were reporting a different set of data. Because of this we ask you to address your objectives and the data you collected in a narrative format. Please discuss what your objectives were, the number of victims you served and how you went about meeting those objectives. If you did not meet your objectives or did not provide services you anticipated providing, explain why.

**Example:** *We set an objective to provide multi-disciplinary meeting to 10 victims per quarter. However, the data report we reported on did not list the multi-disciplinary team meetings. We did have 8 meeting per quarter. We did not meet this objective because we did not have MDT meeting for victims where the state's attorney did not move forward with charges once the Victim Sensitive Interview was done. We did provide these victims with all follow-up services by the advocate.*

1. Describe your objectives from your current period of performance, how many victims you served and how you met your objectives or why you did not meet them.

2. What were the successes of your program during the current performance period?

(Question one is being answered in this box as well as the disk will not allow typing in the other provided space).

#1.

Objectives: 1. Provide case management services to 45 clients quarter and (2) provide case coordination to 45 clients each quarter.

This objective was consistently achieved for example in the 4-1-05 to 6-30-05 reporting period 20 victims and 17 non offending caregivers in Livingston and 11 victims and 11 caregivers in DeWitt were reported.

4. Provide group counseling to 15 clients per quarter. This goal was met in two quarters. The reason this goal was not fully met was that counseling services were advertised and appropriated but family members chose not to attend group counseling and support.
7. Provide criminal justice advocacy services to 50 clients each quarter. We more than met this objective as for example in the reporting period of 4-1-05 to 6-30-05 in Livingston and DeWitt Counties we combined with 100 actual clients for criminal justice advocacy.
8. Staff 54 multi-disciplinary team meetings each quarter. We provided both pre and post MDT meetings to all victims around each interview and as well did a monthly case review on all cases, and quarterly peer review.
9. Provided medical advocacy to 11 clients each quarter. This goal was met for example providing a total # of 15 medical advocacy during the 4-1-05 to 6-30-05 reporting period.
10. Provide other advocacy services to 75 clients each quarter. 90 other advocacy services for example were provided 4-1-05 to 6-30-05.
11. Provide crime victim compensation services to 2 clients each quarter. While the advocate informed and offered compensation support and services to victims, none of the victims and or caregivers agreed to compensation services.
14. Provide referral services to 65 clients each quarter. Total for the year is 212 clients served with this service.
15. Provide personal advocacy services to 7 clients each quarter. Total for the year is 75 clients served with the service.

#2.

Success of this program during this reporting period certainly was the consistency of quality victim services provided. While INFONET captures much of what the program does, it does not capture the rapport of the advocate in the community, the hours of overtime in helping a child or a caregiver navigate the services, the court systems etc. The success of this program is people orientated and without that rapport and consistency reporting numbers is just that, a report of outcomes with the human factor taken out. Certainly a big success of this program is the relocation of the DeWitt County Children's Advocacy Center to a free-standing victim friendly center. The set up and the delivery of the services is greatly enhanced as a result of the relocation.

3. What barriers did you experience in implementing your program during the current performance period? How did you respond to them?

1. Incredibly one of our biggest barriers was the INFONET program itself. We have greatly reduced the time it takes to enter a case from 60 minutes to 45 minutes but it has been a very difficult issue to contend with. INFONET captures numbers and becomes a great tool for objectives, but so much of advocacy is not measured in sheer numbers. We needed to have a new mind set in order to be compliant with INFONET and that was at first difficult. Advocacy certainly deals with many things but one of them is emotional advocacy that cannot be measured by the tool.

How we responded to the issue was talking about it with the advocate in team meetings and realizing that we needed to best serve the victim first and foremost. During the last reporting period we have begun training very well office staff and volunteers to enter INFONET numbers so the advocate could best use the resources for personal contact with the victim.

The change in procedure meant that careful record keeping and tracking was more important than ever so the office staff or volunteer could correctly log in the statistics.

2. Enlarging case loads and victims served as well as the sheer logistical difficulties of the two counties served under this grant is difficult at times. We realize that we just need to continue dealing with the logistical issues as they occur and make the best use of time and resources.

4. Is there anything else you would like us to know based on your experiences with the current performance period? If so, please describe here.

Smaller rural communities have different needs than urban communities. Their structure is different, their non measurable activities are completely different. From law enforcement through to the judiciary the problems in rural communities mean constant training and small steps. The counties served in this grant are very reliant on the advocacy services provided, it is difficult to even consider how services were provided before the CAC and the multi-county advocate interacted on behalf of victims and caregivers.

#### IV. Statement of Problem

This section will help us understand why your program is important to crime victims that come into contact with your agency as well as the community you serve. This section should document the problem(s) the organization continues to face and justify a need for continued funding.

1. What is the problem(s) identified among crime victims that come into contact with your agency that **this program** addresses? (*What do crime victims need that they would not get or would receive less of if this program were not continued?*)

Child sexual and serious physical abuse impact on the child victim and non-offending caregivers is far reaching and when issues of abuse are not addressed it can lead to repeated victimization. This program allows for the child victims and their non-offending family to receive comprehensive and immediate services to reduce revictimization by the system. Crime victims and their non-offending caregivers that come into contact with our agency receive services that include: initiating contact with the victim, establishing a case history, making effective and knowledgeable referrals, provide on going support, identifying and following up on emerging needs and developing the plans to meet those needs through medical, criminal justice and personal advocacy. All these services provided to victims and their non-offending caregivers insure that support and information is available to them at all times during the process.

2. How are you aware that this problem exists? (*Please provide data that supports the need for your proposed program and include the source of any such data. You may also use anecdotal information based on experiences of agency staff or other sources within your jurisdiction. Please do not use names or any other information that would identify a specific victim. The Instructions section contains a list of potential data sources for your use. )*

National statistics estimate that one if four girls and one out of six boys are abused or neglected beofre the age of eighteen (Hopper, J., Child Abuse: Statistics, Research, Resources 1998). Child abuse has no cultural, socio-economic or geographical boundaries, no community is ummune to the rippling affects of child abuse. DeWitt and Livingston Counties are no different.

According to Department of Children and Family Services (DCFS), state wide distribution of the number of children reported as Abused and Neglected (2004) were up 7.0% to 104,264 from 97,428 in 2003. DeWitt County reported 295 children 59.7 per 1000 children. Livingston County reported 536 children or 46.7 per 1000--among the highest counties in the State of Illinois in percentages of reported child abuse.

At the same time these DCFS numbers only reflect the number of children seen when a disclosure is made of caregiver abuse. Children's Advocacy Center serving McLean, Livingston and DeWitt Counties saw 39% of all children seen as non-DCFS cases, meaning non caregiver abuse. Without the services of the CAC those cases would not have an advocate or follow through of services.

3. How will your program be affected if VOCA funds were not available?

If VOCA funds were not available, the program could no longer offer direct comprehensive services to victims and their non-offending caregivers. Follow-up services, information and referral, criminal justice advocacy, medical and personal advocacy services offered by this program would fall stagnate and victims already experiencing the devastation of abuse would be revictimized by the system. In "Child Advocacy Centers: One Stop On The Road to Performance Based Child Protection" the author found that that outcomes such as increased emotional support for the child, prompt delivery of services, increased availability of services, makes the child less likely to experience repeated abuse and decreased stress for child improved when services were offered by Children's Advocacy Center setting (Snell, L. 2003). Without funding child victims and non-offending caregivers would experience a large gap in services. Services without VOCA funds would focus solely on the investigation rather than the healing process.

## V. Goal and Objectives

This section will help us better understand where your program is ultimately going (GOAL) and how it will get there (OBJECTIVES). Remember that goals and objectives should **only include VOCA grant and match** funded activities.

1. **Goal:** A universal goal has been developed for all VOCA funded programs. Please indicate the appropriate goal for your intended program.

To provide direct services to (CHECK ONE BELOW):

\_\_\_\_ ALL CRIME VICTIMS AND/OR NON-OFFENDING SIGNIFICANT OTHERS

child sexual and serious abuse victims and their non offending family members.

\_\_\_\_\_  
(Insert sub-population of clients here.)

**for the purpose of alleviating trauma and suffering incurred from victimization.**

2. **Objectives:** Please complete the following objectives by inserting the number of clients that will be provided with that service **each quarter**. If you will not be providing a specific type of service, place a zero in the blank. **Please note these objectives will directly correspond with services listed in the Infonet system.**

Example: *Provide in-person counseling services to 6 clients each quarter.*

1. Provide case management services to 60 clients each quarter.
2. Provide case coordination services to 60 clients each quarter.
3. Provide in-person counseling services to \_\_\_\_\_ clients each quarter.
4. Provide group counseling services to \_\_\_\_\_ clients each quarter.
5. Provide family counseling services to \_\_\_\_\_ clients each quarter.
6. Provide crisis intervention services to \_\_\_\_\_ clients each quarter.
7. Provide criminal justice advocacy services to 75 clients each quarter.
8. Staff 06 multi-disciplinary team meetings each quarter.
9. Provide medical advocacy services to 11 clients each quarter.
10. Provide other advocacy services to 75 clients each quarter.
11. Provide crime victim compensation services to 15 clients each quarter.

12. Provide mental health services to \_\_\_\_\_ clients each quarter.

13. Provide transportation services to \_\_\_\_\_ clients each quarter.

14. Provide referral services to 25 clients each quarter.

**Objectives 15 is left blank so that you may indicate any other direct service not listed above.**

15. Provide \_\_\_\_\_ services to \_\_\_\_\_ clients each quarter.

## VI. Program Implementation

The problem statement has described the issue(s) to be addressed. Goals/objectives have defined the ends to be achieved. This section will tell us how these ends are going to be accomplished by describing how the **VOCA grant and match funded activities** will be implemented in clear, logical detail and should provide a clear picture of how the program will operate in order to achieve its goals and objectives.

1. Please describe the specific activities each staff member under this program will provide to crime victims.

The staff member funded under this program will offer:  
Initial contact in person with child victim and non-offending caregivers  
Case management and case coordination of services to the victim and their non-offending caregivers.  
Follow-up services for child victims and non-offending caregivers within 5 days of initial contact and continued follow-up on monthly basis  
Provide on-going support  
Information and referral by telephone or in person contact for needed services  
Assessing progress in securing appropriate services and meeting related goals  
Identification of families emerging needs and development of plans to meet them  
Provide criminal court orientation and criminal court escort services to court  
Provide information regarding criminal case status and/or disposition  
Assistance in filling out compensation claims  
Provide advocacy services including and not limited to medical, criminal justice and personal advocacy.  
Assist in facilitating the multidisciplinary team process by participating in all pre and post interview case reviews and multidisciplinary team meetings.

2. How do the activities listed above benefit your target population?

By providing the above listed services to our target population we can continue to ensure child victims and their non-offending caregivers receive in Livingston and DeWitt Counties direct quality services needed to help them through the trauma of abuse and the challenges of the system. The needs of the child and families are the priorities of this program and at all times they are taken into consideration when offering services. Follow through at all levels of the process and liaison for further service benefit our target population toward healing while empowering them from victim to survivor.

3. Given any new issues or barriers to implementation that you encountered during the current performance period, what steps will be taken to address these issues during the new program period?

The multi-county advocate relocated to Canada to be closer to her family. The position opening as a result left big shoes to fill. We have hired a double master's level advocate who has had a great deal of experience advocating for the disabled population, so we look at the ability to enhance even more the services for advocacy in the county

4. What training needs have you identified for the staff funded under this program?

Maltreatment of children

Implications of sexual abuse with non offending family members

Family dynamics

Knowledge of counties served, culture barriers as well as the process each county uses with law enforcement and victim services

Sexual abuse and physical abuse dynamics, victims services and victim rights

5. How will you address those training needs? If unable to address those needs, please explain why:

Since the new advocate does not have a great deal of training in child maltreatment we will be training her first on that aspect. She has already signed for SOMB and VESSA training as well as traveling to CACs for more first hand knowledge on the role of the advocate. She will be trained in house as well as state and nationally for victim rights.

## VII. Implementation Schedule

The implementation schedule should be used as a planning tool for the program and should reflect a realistic projection of how the program will proceed. The Implementation Schedule should indicate: the VOCA funded activities and services that will be provided; the month the activity/service begins; the month the activity/service is completed; the personnel responsible for each activity/service; and the frequency with which the activity/service will be provided. Please use the following implementation schedule form using examples as a guide.

Activity/Service	Month Begun	Month Completed	Personnel Responsible	Frequency
EXAMPLE Distribute brochures	Month 1	Ongoing	Volunteers	As Needed
Case Management	Month 1	Month 12	Multi-county Case manager	Daily, weekly as determined by case load
Case Coordination	Month 1	Month 12	Multi-County case manager	Daily, weekly as determined by caseload
Advocacy Services including criminal, justice, medical and personal advocacy	Month 1	Month 12	Multi-county case manager	Daily, weekly as determined by case load
Multidisciplinary team meetings	Month 1	Month 12	multi county case manager	Daily, weekly as determined by case load in addition to monthly case reviews
Victim Compensation	Month 1	Month 12	Multi county case manager	Daily, weekly as determined by case load
Referral services	Month 1	Month 12	Multi county case manager	Daily, weekly as determined by case load
Evaluation of Services	Month 6, 12	Month 6, 12	Mary Whitaker, Associate Director	Once each
Implement or expand duties, look at trends of needs for satellite counties	Month 1	Month 12	Multi-county case manager	On-Going

**EXHIBIT B: BUDGET  
IDENTIFICATION OF SOURCES OF FUNDING**

**Implementing Agency: McLean County/McLean County CAC  
Agreement #: 205207**

	<u>SOURCE</u>	<u>AMOUNT</u>
<b>Federal Amount:</b>	Victims Of Crime Act (VOCA)	\$35,925
	Subtotal:	\$35,925
<b>Match:</b>	McLean County/McLean County CAC	\$8,981
	Subtotal:	\$8,981
<b>Over Match:</b>	McLean County/McLean County CAC	\$169
	Subtotal:	\$169
	<b>GRAND TOTAL</b>	<b>\$45,075</b>





Budget & Budget Narrative	McLean County/McLean County CAC	Agreement#	205207						
COMMODITIES									
Item	Cost / Month	# of Months	Federal Amount	Match Contribution	Total Cost				
	\$ -		\$ -	\$ -	\$ -				
Office Supplies for staff	\$ 30.00	12	\$ -	\$ 360.00	\$ 360.00				
	\$ -		\$ -	\$ -	\$ -				
	\$ -		\$ -	\$ -	\$ -				
	\$ -		\$ -	\$ -	\$ -				
	\$ -		\$ -	\$ -	\$ -				
	\$ -		\$ -	\$ -	\$ -				
	\$ -		\$ -	\$ -	\$ -				
<b>TOTAL COMMODITIES COST</b>					\$ -	\$ 360.00	\$ 360.00	\$ 360.00	

Budget Narrative for Commodities. Please give a brief description for each line of the Commodities Budget.

(See Attached Budget Instructions)

Office supplies for the multi-county case manager is \$30 per month. Although using McLean County CAC as her base, she is often in Livingston and DeWitt counties and needs to keep supplies current and available.

TRAVEL	Cost/Mile	# of Miles/mo	# of Months	Federal Amount	Match Contribution	Total Cost
Program Staff Mileage*	0.375	800	12	\$ -	\$ 3,600.00	\$ 3,600.00
Client Transportation				\$ -	\$ -	\$ -
Conference Travel**	Cost/ person	# of people	# of days	\$ -	\$ -	\$ -
Airfare				\$ -	\$ -	\$ -
PerDiem				\$ -	\$ -	\$ -
Lodging				\$ -	\$ -	\$ -
Other (Specify)						
* State rate is calculated at \$.405/mile. If agency rate is lower use that lower rate.						
** Out of State Travel requires prior Authority approval.						
<b>TOTAL TRAVEL COST</b>				\$ -	\$ 3,600.00	\$ 3,600.00

Budget Narrative for Travel. Please give a brief description for each line of the Travel Budget.

(See Attached Budget Instructions)

Mileage is broken down as follows: \$.375 (X) an average of 800 miles/month (X) 12 mos. for a total of \$3,600 in match funds. This is an estimate based on the prior grant. Travel expenses are based on Case Manager's travel to satellite offices and clients' homes.



	Federal Amount	Match Contribution	Total Cost
<b>GRAND TOTAL</b>			
PERSONNEL SERVICES	\$ 35,925.00	\$ 1,643.00	\$ 37,568.00
EQUIPMENT	\$ -	\$ -	\$ -
COMMODITIES	\$ -	\$ 360.00	\$ 360.00
TRAVEL	\$ -	\$ 3,600.00	\$ 3,600.00
CONTRACTUAL	\$ -	\$ 3,547.00	\$ 3,547.00
<b>TOTAL COST</b>	\$ 35,925.00	\$ 9,150.00	\$ 45,075.00

All procurements must be competitive

**FRINGE BENEFIT WORKSHEET: Agreement # 205207**

Use this sheet to calculate the fringe benefits to be paid for project personnel. For each element of the benefit package, indicate the rate as a percentage of salary or the dollar amount of the flat rate paid per employee. Use the **TOTAL FRINGE BENEFITS** amount from this worksheet as the fringe benefit dollar amount on the BUDGET under **PERSONNEL SERVICES** (cells G-13 and H13).

<b>RATED FRINGE BENEFITS</b>	<b>Rate as % of Salary</b>
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	4.380%
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	12.030%
Total Salary Paid By Grant (Federal and Match - Please use figure from cell I-12 in the Budget Detail)	\$30,943.00
<b>TOTAL RATED FRINGE BENEFITS</b>	<b>\$3,722</b>
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$ per FTE</b>
HEALTH/MEDICAL INSURANCE	\$2,900.00
OTHER (SPECIFY)	
Total Flat Rate Fringe	\$2,900.00
Number of grant-funded FTE (full-time equivalent) positions. (Please use figure from cell F-11 of Budget Detail)*	1.00
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$2,900</b>
<b>TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)</b>	<b>\$6,622</b>

\*PLEASE REFER TO YOUR RESPONSE IN EXHIBIT A, SECTION II, QUESTION #1.

## Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is, normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Address of Organization

- Circle the grant program that the grant is funded under.
- Enter the grant number and amount, the name of the grantee/organization, the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions regarding the EEOP.)

COMPLETE ONLY ONE OF THE FOLLOWING SECTIONS, SECTION A OR B

- SECTION A: Some grantees are not required to develop an EEOP. If one or more of the checkboxes in Section A apply to your organization, then your organization is exempt from the EEOP requirement and IS NOT required to develop an EEOP. If this is the case, please print the name of the individual authorized to certify to this fact, check the box(es) that apply to your organization and sign the certification.

OR

- SECTION B: If your organization is a covered entity type (state or local **unit of government**, or for-profit entity), has 50 or more employees and receives a single grant of \$25,000 or more, your organization is required to have an EEOP on file that is current and that can be reviewed by outside individuals.
  - Print the name of the responsible individual who is certifying that an EEOP is required and on file, the name of the entity and the location/address of the office where the EEOP is on file.
  - Sign the certification.
  - If an entity receives a single grant of \$500,000 or more, or, over a period of 18 months, receives several grants totaling \$1,000,000 or more, the entity must submit a copy of the EEOP to the Authority. The Authority will then forward the EEOP to the federal Office of Civil Rights for review and approval.

**CIVIL RIGHTS COMPLIANCE CERTIFICATION INSTRUCTIONS**

- Circle the grant program that the grant is funded under.
- Enter the name of the grantee/organization, the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions regarding civil rights compliance.)
- CERTIFICATION STATEMENT: The entity needs to certify that it is in compliance with all local, state and federal civil rights laws, regulations and guidelines as listed in the Interagency Agreement. The entity also needs to certify if it has or has not had any findings of discrimination within the past 5 years.
  - Print the name of the responsible official who is certifying to compliance and the name of the entity.
  - If your organization has had no findings of discrimination within the past 5 years, please check the first box. If your organization has had any findings of discrimination within the past 5 years, please check the second box. Attach a copy of all findings made within the past 5 years that have not already been submitted to the Authority. **If your organization has already submitted all current findings to the Authority, check the box indicating that; there is no need to resubmit them to the Authority.**
  - Sign the certification.

**EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEO) / CERTIFICATION**  
(Complete **SECTION A** OR **SECTION B** below, as applicable. Complete **ONLY ONE SECTION.**)

Grant Program (circle applicable federal grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grant Number:

Federal Grant Award Amount: \$

Grantee/Organization Name (hereafter referred to as the "Entity"):

Address:

Contact Person:

Telephone #:

Fax #:

E-mail address:

**SECTION A. CERTIFICATION (EEO NOT REQUIRED)**

I, \_\_\_\_\_ [responsible official] CERTIFY THAT THE FUNDED ENTITY IS NOT REQUIRED TO PREPARE AN EEO FOR THE REASON(S) CHECKED BELOW, PURSUANT TO 28 CFR 42.302.

**Check all of the following that apply:**

- ENTITY HAS LESS THAN 50 EMPLOYEES
- ENTITY IS A NON-PROFIT ORGANIZATION
- ENTITY IS AN INDIAN TRIBE

- ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000
- ENTITY IS A MEDICAL INSTITUTION
- ENTITY IS AN EDUCATIONAL INSTITUTION

\_\_\_\_\_  
[Signature of Responsible Official]

\_\_\_\_\_  
[Print Name and Title]

\_\_\_\_\_  
[Date]

**OR**

**SECTION B. CERTIFICATION (EEO REQUIRED AND ON FILE)**

(For information regarding EEO development, see: <http://www.ojp.usdoj.gov/ocr/eeop.htm>)

Certification Statement (For Entities with 50 or more employees that receive a single grant or award of \$25,000 or more):

I, \_\_\_\_\_ [responsible official], certify that the Entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect within the past two years by the proper authority and that it is available for review. The EEO is on file in the office of \_\_\_\_\_

\_\_\_\_\_  
[agency/organization name], at \_\_\_\_\_

\_\_\_\_\_  
[address]

for review by the public and employees, or for review or audit by officials of the Illinois Criminal Justice Information Authority or the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights as required by relevant laws and regulations.

In addition to the above requirements, if Entity receives \$500,000 or more through a single grant, or \$1,000,000 or more in aggregate grant funds in an 18-month period, Entity shall submit a copy of its Equal Employment Opportunity Plan to the Authority. The Authority shall forward the Equal Employment Opportunity Plan to the Office of Civil Rights for review and approval.

\_\_\_\_\_  
[Signature of Responsible Official]

\_\_\_\_\_  
[Print Name and Title]

\_\_\_\_\_  
[Date]

Grant Program (circle applicable grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grantee/Organization Name (hereafter referred to as the "Entity"):

Address:

Contact Person:

Telephone #:

Fax #:

E-mail address:

Grant Number/Contract Name:

**Certification Statement:**

I, \_\_\_\_\_ [Responsible Official], certify to the following statements:

- Entity is in compliance with all applicable local, state and federal civil rights laws, regulations and guidelines, including but not limited to those listed in the Interagency Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above.
- No person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this grant(s)/contract(s) on the basis of race, color, age, religion, national origin, disability, or sex.
- Entity is in compliance with the following federal guidance materials regarding the provision of meaningful access to services and programs to persons with limited English proficiency (LEP): Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472).

*(Additional information regarding LEP requirements may be found at: <http://www.ojp.usdoj.gov/ocr/lep.htm>)*

In addition, I certify that in the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Entity, or any subgrantee or contractor of the Entity, the Entity will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to Office for Civil Rights, Office of Justice Programs.

**Check the following item(s) that apply:**

THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD NO FINDINGS OF DISCRIMINATION WITHIN THE PAST 5 YEARS

THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD FINDINGS OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You MUST attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)

All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached

[Signature of Responsible Official]

[Title]

[Date]

Members Renner/Gordon moved the County Board approve a Request for Approval of Interagency Agreement #205207 between the Illinois Criminal Justice Information Authority and the Children's Advocacy Center for the Implementation of the Child Advocacy Center Services Program - Children's Advocacy Center. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

McLEAN COUNTY - GRANT INFORMATION FORM

<b>General Grant Information</b>	
<u>Requesting Agency or Department:</u> Children's Advocacy Center	<u>This request is for:</u> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant Since 1996
<u>Grantor:</u> Illinois Criminal Justice Information Authority	<u>Grant Type:</u> <input checked="" type="checkbox"/> Federal, CFDA #: <input type="checkbox"/> State <input type="checkbox"/> Other
<u>Anticipated Grant Amount:</u> \$82,410.00	<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Pre-Funded Expected Initial Receipt Date: Quarterly, January 06
<u>Anticipated Match Amount (if applicable):</u> \$20,603.00	<u>Source of Matching Funds (if applicable):</u> UW funding, Gas, Telephone, cell

<b>Personnel and Information</b>			
<u>New personnel will be hired:</u> <input type="checkbox"/> Yes (complete chart below) <input checked="" type="checkbox"/> No		<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<u>New Personnel Expense Chart</u>		Current FY	Current FY+1
Number of Employees:			
Personnel Cost		\$	\$
Fringe Benefit Cost		\$	\$
Total Cost		\$	\$

<b>Additional Costs and Requirements (if applicable)</b>			
<u>Description of equipment to be purchased:</u>		<u>Description of subcontracting costs:</u>	
<u>Additional Costs Chart</u>		Current FY	Current FY+1
Subcontractors		\$	\$
Equipment		\$	\$
Other		\$	\$
Total Cost		\$	\$
<u>Other requirements or obligations: (increased workload, continuation of program after grant period, etc)</u>			

Responsible Personnel for Grant Reporting and Oversight:

*Belle Loren* \_\_\_\_\_ 1-6-06  
 Department Head Signature Date

\_\_\_\_\_  
 Grant Administrator Signature (if different) Date

<b>OVERSIGHT COMMITTEE APPROVAL</b>	
Chairman _____	Date _____



**ILLINOIS  
CRIMINAL JUSTICE  
INFORMATION AUTHORITY**

120 South Riverside Plaza • Suite 1016 • Chicago, Illinois 60606 • (312) 793-8550

January 4, 2006

Mr. Billie Larkin  
McLean County Child Advocacy Center / CASA  
200 West Front Street, Suite 500B,  
Bloomington, Illinois 61701

Dear Mr. Larkin: *Billie*

Enclosed you will find interagency agreement #205049 between your office and the Authority for the Child Advocacy Center Services Program. Please review the enclosed documents and notify me if revisions are necessary. If all is in order please obtain the necessary signatures on the agreement and certification forms and return the entire agreement with original signatures, to my attention for further processing. Please check the program narrative and budget for restrictions for allowable and unallowable activities.

Please note that this packet also includes two new forms regarding civil rights compliance. Please review, sign and forward these civil rights compliance certifications to the Authority. The authorized officials of the grant's Implementing Agency, as well as the grant's Program Agency, if applicable, must complete these forms. This grant cannot be submitted for final signature by the Authority's Executive Director until these forms have been completed.

I have also enclosed the fiscal information sheet and initial cash request forms needed to begin the drawdown of federal funds. Please fill out these forms and return them to me with the signed agreement. Once all signatures are received on the agreement, I will process the paperwork for you to receive your initial federal funds for this program.

Also, as you are aware program data and fiscal reports are due by the 15th of the month following the last quarter being reported. Please submit a fiscal and data report even if no activity occurs during the quarter.

As a reminder, the following activities may not be conducted on VOCA/match funded time:

Coordination of services (unless on behalf of a specific client).  
Networking.

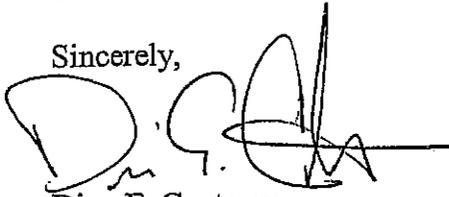
Development of protocols, interagency agreements, and other working agreements.

Presentations (except those complying with Section 37).

System advocacy (advocacy that is not on behalf of a specific client), lobbying, or administrative advocacy.

If you have any questions, please feel free to contact me at: [dcontreras@icjia.state.il.us](mailto:dcontreras@icjia.state.il.us) or (312) 793-7057. I look forward to working with you on this program.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dion E. Contreras', with a stylized flourish extending to the right.

Dion E. Contreras  
Federal and State Grants Unit

Enclosures

cc: MF 205049

## Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is, normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Address of Organization

- Circle the grant program that the grant is funded under.
- Enter the grant number and amount, the name of the grantee/organization, the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions regarding the EEOP.)

COMPLETE ONLY ONE OF THE FOLLOWING SECTIONS, SECTION A OR B

- SECTION A: Some grantees are not required to develop an EEOP. If one or more of the checkboxes in Section A apply to your organization, then your organization is exempt from the EEOP requirement and IS NOT required to develop an EEOP. If this is the case, please print the name of the individual authorized to certify to this fact, check the box(es) that apply to your organization and sign the certification.

OR

- SECTION B: If your organization is a covered entity type (state or local **unit of government**, or for-profit entity), has 50 or more employees and receives a single grant of \$25,000 or more, your organization is required to have an EEOP on file that is current and that can be reviewed by outside individuals.
  - Print the name of the responsible individual who is certifying that an EEOP is required and on file, the name of the entity and the location/address of the office where the EEOP is on file.
  - Sign the certification.
  - If an entity receives a single grant of \$500,000 or more, or, over a period of 18 months, receives several grants totaling \$1,000,000 or more, the entity must submit a copy of the EEOP to the Authority. The Authority will then forward the EEOP to the federal Office of Civil Rights for review and approval.

**CIVIL RIGHTS COMPLIANCE CERTIFICATION INSTRUCTIONS**

- Circle the grant program that the grant is funded under.
- Enter the name of the grantee/organization, the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions regarding civil rights compliance.)
- CERTIFICATION STATEMENT: The entity needs to certify that it is in compliance with all local, state and federal civil rights laws, regulations and guidelines as listed in the Interagency Agreement. The entity also needs to certify if it has or has not had any findings of discrimination within the past 5 years.
  - Print the name of the responsible official who is certifying to compliance and the name of the entity.
  - If your organization has had no findings of discrimination within the past 5 years, please check the first box. If your organization has had any findings of discrimination within the past 5 years, please check the second box. Attach a copy of all findings made within the past 5 years that have not already been submitted to the Authority. **If your organization has already submitted all current findings to the Authority, check the box indicating that; there is no need to resubmit them to the Authority.**
  - Sign the certification.

**EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION**

(Complete **SECTION A OR SECTION B** below, as applicable. Complete **ONLY ONE SECTION.**)

Grant Program (circle applicable federal grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grant Number:

Federal Grant Award Amount: \$

Grantee/Organization Name (hereafter referred to as the "Entity"):

Address:

Contact Person:

Telephone #:

Fax #:

E-mail address:

**SECTION A. CERTIFICATION (EEOP NOT REQUIRED)**

I \_\_\_\_\_ [responsible official] CERTIFY THAT THE FUNDED ENTITY IS NOT REQUIRED TO PREPARE AN EEOP FOR THE REASON(S) CHECKED BELOW, PURSUANT TO 28 CFR 42.302.

**Check all of the following that apply:**

- ENTITY HAS LESS THAN 50 EMPLOYEES
- ENTITY IS A NON-PROFIT ORGANIZATION
- ENTITY IS AN INDIAN TRIBE
- ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000
- ENTITY IS A MEDICAL INSTITUTION
- ENTITY IS AN EDUCATIONAL INSTITUTION

\_\_\_\_\_  
[Signature of Responsible Official]

\_\_\_\_\_  
[Print Name and Title]

\_\_\_\_\_  
[Date]

**OR**

**SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)**

(For information regarding EEOP development, see: <http://www.ojp.usdoj.gov/ocr/eeop.htm>)

Certification Statement (For Entities with 50 or more employees that receive a single grant or award of \$25,000 or more):

I, \_\_\_\_\_ [responsible official], certify that the Entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of

\_\_\_\_\_  
[agency/organization name], at \_\_\_\_\_

\_\_\_\_\_  
[address]

for review by the public and employees, or for review or audit by officials of the Illinois Criminal Justice Information Authority or the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights as required by relevant laws and regulations.

In addition to the above requirements, if Entity receives \$500,000 or more through a single grant, or \$1,000,000 or more in aggregate grant funds in an 18-month period, Entity shall submit a copy of its Equal Employment Opportunity Plan to the Authority. The Authority shall forward the Equal Employment Opportunity Plan to the Office of Civil Rights for review and approval.

\_\_\_\_\_  
[Signature of Responsible Official]

\_\_\_\_\_  
[Print Name and Title]

\_\_\_\_\_  
[Date]

**CIVIL RIGHTS COMPLIANCE CERTIFICATION**  
(Complete **ENTIRE** certification)

Grant Program (circle applicable grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grantee/Organization Name (hereafter referred to as the "Entity"):

Address:

Contact Person:

Telephone #:

Fax #:

E-mail address:

Grant Number/Contract Name:

**Certification Statement:**

I, \_\_\_\_\_ [Responsible Official], certify to the following statements:

- Entity is in compliance with all applicable local, state and federal civil rights laws, regulations and guidelines, including but not limited to those listed in the Interagency Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above.
- No person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this grant(s)/contract(s) on the basis of race, color, age, religion, national origin, disability, or sex.
- Entity is in compliance with the following federal guidance materials regarding the provision of meaningful access to services and programs to persons with limited English proficiency (LEP): Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472).

*(Additional information regarding LEP requirements may be found at: <http://www.ojp.usdoj.gov/ocr/lep.htm>)*

In addition, I certify that in the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Entity, or any subgrantee or contractor of the Entity, the Entity will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

**Check the following item(s) that apply:**

THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS **HAVE HAD NO FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS

THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS **HAVE HAD FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You **MUST** attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)

All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached

\_\_\_\_\_  
[Signature of Responsible Official]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Date]

**PROGRAM TITLE:** Services to Victims of Child Abuse

**AGREEMENT NUMBER:** 203049

**PREVIOUS AGREEMENT NUMBER(S):** 201021, 2521, 2621, 2821, 2821, 200021,  
201049, 204094, 2854, 202094, 203094

**ESTIMATED START DATE:** September 1, 2005

**SOURCES OF PROGRAM FUNDING:**

<i>Victims of Crime Act FFY 2005 Funds</i>	\$ 82,410
<i>Matching Funds</i>	\$ 20,603
<i>Over-Matching Funds</i>	\$ 18,715
<b>Total:</b>	<b>\$121,728</b>

**IMPLEMENTING AGENCY:** The County of McLean on behalf of the McLean County Child Protection Network/CASA

**ADDRESS:** 200 W. Front Street, Suite 500B  
Bloomington, Illinois 61701

**FEDERAL EMPLOYER IDENTIFICATION NUMBER:** 37-6001569

**AUTHORIZED OFFICIAL:** Michael Sweeney  
**TITLE:** McLean County Board Chair  
**TELEPHONE:** 309-888-5001

**PROGRAM FINANCIAL OFFICER:** Rebecca McNeil  
**TITLE:** Treasurer  
**TELEPHONE:** 309-888-5001

**PROGRAM AGENCY:** McLean County Child Protection Network/CASA

**ADDRESS:** 200 W. Front Street, Suite 500B  
Bloomington, Illinois 61701

**PROGRAM DIRECTOR:** Billie Larkin  
**TITLE:** Director  
**TELEPHONE:** 309-888-5854  
**E-MAIL:** Billie.Larkin@mcleancountyll.gov

**FISCAL CONTACT PERSON:** Mary Whitaker  
**AGENCY:** Child Protection Network/CASA  
**TITLE:** Associate Director of Operations  
**TELEPHONE:** 309-888-5853  
**FAX:** 309-888-4969  
**E-MAIL:** Mary.Whitaker@mcleancountyll.gov

**PROGRAM CONTACT PERSON:** Laura Beavers  
**TITLE:** Associate Director of Training  
**TELEPHONE:** 309-888-5852  
**FAX:** 309-888-4969  
**E-MAIL:** Laura.Beavers@mcleancountyll.gov

INTERAGENCY AGREEMENT

Victims of Crime Act of 1984

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority", and the County of McLean on behalf of the McLean County Child Protection Network/CASA, hereinafter referred to as the "Implementing Agency," with its principal offices at 200 West Front Street, Suite 500B, Bloomington, Illinois 61701, for implementation of the Services to Victims of Child Abuse Program.

**WHEREAS**, Section 7(k) of the Illinois Criminal Justice Information Act (20 ILCS 3930/7(k)) establishes the Authority as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds;" and

**WHEREAS**, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Victims of Crime Act of 1984 and enters into interagency agreements with state agencies, units of local government, and not-for-profit organizations for the use of these federal funds; and

**WHEREAS**, pursuant to the Victims of Crime Act of 1984, the Authority has been designated as the State agency responsible for administering this program; and

**WHEREAS**, the priorities of the Illinois Victims of Crime Program are:

Services to victims of crime, with priority given to victims of sexual assault, domestic violence and child abuse, and underserved victims of violent crime;

Services that assist the crime victim in participating in criminal justice proceedings and obtaining compensation for loss suffered as a result of victimization; and

Training of persons who provide services to victims of crime; and

**WHEREAS**, to ensure the minimum provisions of basic services to all victims of crime, the Authority's Action Plan prioritizes funding programs in the following manner:

Continue current victim service initiatives;

Provide victim services to underserved or unserved areas;

Expand and strengthen current victim services; and

Implement new victim service initiatives after other funding areas are adequately addressed; and

**WHEREAS**, the Authority designated the Implementing Agency to receive funds for the purpose of implementing a program to address one of the named areas.

**NOW, THEREFORE, BE IT AGREED** by and between the Illinois Criminal Justice Information Authority and the Implementing Agency as follows:

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

## SECTION 1. DEFINITIONS

"Program": means a planned, integrated approach to an identified problem which is characterized by clear goals, measurable objectives, the implementation of strategies to achieve those objectives and a mechanism for assessing the effectiveness of those strategies.

## SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from September 1, 2005 through August 31, 2006.

Costs incurred before the execution date of this agreement may be charged to this agreement if included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

## SECTION 3. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the original starting date of this agreement, the Implementing Agency agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Implementing Agency agrees to submit a second letter to the Authority explaining the implementation delay. The Authority may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Implementing Agency agrees to notify the Authority in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Authority may, at its discretion, reduce the amount of federal funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Authority will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Implementing Agency and not expended as of that date shall be repaid to the Authority upon notification by the Authority.

## SECTION 4. PAYMENT

The maximum amount of federal funds payable under this agreement is \$82,410 and is dependent on the expenditure of matching funds as described in this agreement and Exhibit B, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable state and federal laws and the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of program funds, including federal and matching funds, into a bank account in the name of the Implementing Agency, either depositing such funds into an account separate from any of its other bank accounts or treating such funds as a separate line item per its budget and audited financial statements. Federal funds shall be immediately deposited into such bank account.

#### **SECTION 5. MATCH**

The Implementing Agency certifies that it (a) meets the requirements of this agreement and (b) has at least 20 percent of its support (including in-kind contributions) from sources other than federal funds for the program described in Exhibit A. Therefore one dollar in cash or in-kind match is required for each four dollars of federal funding received.

Failure of the Implementing Agency to apply non-federal financial support to the program described in Exhibit A in the amount of at least 20 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, the Implementing Agency shall apply non-federal financial support to the program, as described in Exhibit B.

#### **SECTION 6. NON-SUPPLANTATION**

The Implementing Agency certifies that VOCA funds will not be used to supplant (replace) State or local funds. VOCA funds must increase the amount that would otherwise be available to the Implementing Agency for the types of activities eligible for funding under the Victims of Crime Act of 1984.

#### **SECTION 7. FUNDING ELIGIBILITY REQUIREMENTS**

Implementing Agency certifies that it, and its subcontractors, shall use VOCA and match funds for only allowable services, activities and costs, as described in the Victims of Crime Act Crime Victims Assistance Program Guidelines; Section E. Services, Activities, and Costs at the Subrecipient Level.

The Implementing Agency certifies that only those costs related to the delivery of direct services to victims of crime shall be paid pursuant to this agreement, in accordance with Exhibit B.

In administering the program described in Exhibit A the Implementing Agency agrees that it:

- (a) Is a nonprofit organization or public agency that provides services to victims of crime;
- (b) Has a record of providing effective service to victims of crime and at least 20 percent of its financial support (including in-kind contributions) is from non-federal sources; or, if it has not yet demonstrated a record of providing services, it can demonstrate that 25-50 percent of its financial support comes from non-federal sources;
- (c) Utilizes volunteers;
- (d) Promotes coordinated public and private efforts within the community served to aid crime victims;
- (e) Assists victims in seeking available crime victim compensation benefits;
- (f) Maintains statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability, and permits reasonable access to its books, documents, papers, and records to determine whether the Implementing Agency is complying with applicable civil rights laws; this requirement is waived when the Implementing Agency is providing a service, such as telephone counseling, where soliciting the information

may be inappropriate or offensive to the crime victim;

- (g) Provides services to victims of federal crimes on the same basis as victims of State and local crimes;
- (h) Provides services to crime victims, at no charge, through the program described in Exhibit A; and
- (i) Maintains confidentiality of client-counselor information, as required by State and federal law.

Implementing Agency certifies that it, and its subcontractors, shall not use VOCA or match funds to pay for presentations given by VOCA or match funded personnel, unless the following conditions are adhered to. These presentations should serve as a means of reaching the project's target population either through outreach to individual crime victims or through agencies that typically have contact with the target population.

- VOCA or match funded staff time, not to exceed an average of 4 hours per month, may be used to provide public presentations to community groups and schools provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services.
- VOCA or match funded staff time, not to exceed an average of 10 hours per month, may be used to provide public presentations to criminal justice personnel and medical service providers provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services.

#### **SECTION 8. PROGRAM DESCRIPTION, BUDGET, EXHIBITS AND AMENDMENTS**

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

The documents appended are made a part of this agreement, as exhibits and amendments as the case may be. Any amendment to this agreement must be signed by the parties to be effective. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits and amendments.

#### **SECTION 9. OBLIGATIONAL LIMITATION**

Payment under this agreement is subject to passage of a suitable and sufficient appropriation by the Illinois General Assembly. Obligations of the State of Illinois will cease immediately without penalty of further payment being required in any fiscal year should the actions of the General Assembly or any applicable funding source result in the failure to appropriate or otherwise make available sufficient funds for this agreement.

#### **SECTION 10. FINANCIAL CAPABILITY**

The Authority may, in its discretion, require the Implementing Agency to provide documentation on its financial capability. This may include, but is not limited to, copies of the Implementing Agency's annual report, credit reports, delinquency status of Federal debt, and assurances on the adequacy of the Implementing Agency's accounting system and operations. The Implementing Agency must comply with federal and state financial management standards.

#### **SECTION 11. REPORTING AND EVALUATION REQUIREMENTS**

Unless another reporting schedule has been required or approved by the Authority, the Implementing Agency agrees to submit the following minimum data to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, within 15 days following the quarter covered by the report:

- a) Victim Statistics: Total number of victims and significant others served by program, type of crime, type of services provided, race, sex, age, national origin and disability, where such information is voluntarily furnished by those receiving services; and
- b) Staff Information: Number of hours and types of service contributed during the reporting period by paid and volunteer staff.

The Implementing Agency agrees to submit the following information as required by the Authority:

- a) Changes that have been made in the program since receiving the federal funds that will benefit victims of crime;
- b) A short description of how the program has coordinated its activities with other service providers in the community;
- c) A short description of how the program has assisted crime victims in seeking available crime victim compensation benefits;
- d) Victim statistics, including the total number of victims served by criminal justice status (i.e. reporting/non-reporting, prosecution/non-prosecution);
- e) Staff information, including the number of hours of training received by volunteers and paid staff;
- f) Program information and activities, including the number of hours of training presented, number of hours of public information and education programs presented; and
- g) Number of referrals to/from other agencies.

Unless another reporting schedule has been required or approved by the Authority, the Implementing Agency is also required to submit quarterly fiscal reports and to file year-end program financial status reports. The Executive Director of the Authority will determine the content and form of these reports. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

## **SECTION 12. MAINTENANCE OF RECORDS**

The Implementing Agency agrees to maintain records which document activity reported to the Authority pursuant to this agreement. Such records shall be accessible to the Authority for monitoring purposes no more than 10 days following a request that such records be produced by the Implementing Agency. Inability of the Implementing Agency to produce such records or failure to produce such records shall be cause for suspension or termination of this agreement.

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not

available to support their purported disbursement.

If any litigation, claim, negotiation, audit, review or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it or until the end of the regular 3-year period, whichever is later.

### **SECTION 13. CLOSE-OUT REQUIREMENTS**

Within 45 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by the Authority.

### **SECTION 14. INSPECTION AND AUDIT**

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits shall be made in accordance with the Generally Accepted Government Auditing Standards (GAGAS), General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after the close of the Implementing Agency's audit period.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in this agreement and all other program activity.

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

### **SECTION 15. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS**

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practical, open and free competition. The Implementing Agency must use procurement procedures that minimally adhere to all applicable laws, executive orders and federal guidelines. The Implementing Agency shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

The Implementing Agency shall follow its established procurement process if it minimally adheres to applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of \$100,000 or less, the Implementing Agency must solicit quotes or bids from at least three sources.

- For procurements over \$100,000, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All RFPs over \$100,000, that involve the use of federal or matching funds, must be submitted by the Implementing Agency to the Authority for review and written approval prior to their issuance. In addition, the Authority reserves the right to request that any RFP or IFB, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its issuance.

As required by the Authority, the Implementing Agency shall submit documentation regarding its procurement procedures and grant-funded purchases for Authority review and approval, to assure adherence to applicable federal guidelines.

#### **SECTION 16. SUBCONTRACTING**

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts over \$100,000 that are funded with federal or matching funds must be submitted by the Implementing Agency for Authority review and approval prior to their effective dates and execution by the Implementing Agency. In addition, the Authority reserves the right to require that any subcontract funded with federal or matching funds, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its effective date and execution by the Implementing Agency.

As required by the Authority, the Implementing Agency shall submit documentation regarding contracts to be funded with federal or matching funds for Authority review and approval, to assure adherence to applicable federal guidelines.

Approval of the use of subcontractors by the Authority does not relieve the Implementing Agency of its obligation to assure performance under this agreement.

#### **SECTION 17. ASSIGNMENT**

The Implementing Agency shall make no assignment or transfer of this agreement, any subcontracts under this agreement or of any of the monies due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

#### **SECTION 18. INDEPENDENT CONTRACTOR**

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

## SECTION 19. MANAGEMENT AND DISPOSITION OF EQUIPMENT AND COMMODITIES

Equipment and commodities acquired by the Implementing Agency with agreement funds shall be used for purposes of the program described in Exhibit A only. The Implementing Agency shall retain the equipment and commodities acquired with agreement funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by federal funds. If the equipment or commodities originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced or there is no longer a need for the equipment or commodities, the Implementing Agency shall request instructions from the Authority.

The Authority may deny equipment and commodities costs or require that the Implementing Agency relinquish already purchased equipment and commodities to the Authority, if the Implementing Agency fails to employ an adequate property management system, governing the use, protection and management of such property. The Implementing Agency is responsible for replacing or repairing equipment and commodities that are willfully or negligently lost, stolen, damaged or destroyed. The Implementing Agency shall provide equivalent insurance coverage for equipment and commodities acquired with agreement funds as provided for other equipment and commodities owned by the recipient. Any loss, damage or theft of equipment and commodities shall be investigated and fully documented, and immediately reported to the Authority.

If, for an item of equipment described in Exhibit B to be funded with either federal or matching funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

- A. Reduce the amount of federal funding;
- B. Cancel this agreement;
- C. Allow the Implementing Agency to reallocate the federal or matching funds that were allocated for such equipment to other allowable, Authority approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

Equipment purchased using federal or matching funds shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

## SECTION 20. CONFLICTS OF INTEREST

The Implementing Agency agrees to comply with applicable provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all applicable terms, conditions and provisions of the code are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. The Implementing Agency shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

## SECTION 21. IMPLEMENTING AGENCY COMPLIANCE

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:

- The Victims of Crime Act of 1984; Office of Justice Programs, Office for Victims of Crime, Victims of Crime Act Victim Assistance Grant Final Program Guidelines (62 FR 19607, April 22, 1997); and the Office of Justice Programs' Financial Guide.
- Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133, Executive Order 12372; Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); State Comptroller Act (15 ILCS 405); and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).
- Provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 31, OJJDP grant programs; Part 33, Bureau of Justice Assistance grant programs; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 66, Uniform administrative requirements for grants and cooperative agreements to State and local governments; Part 67, Governmentwide Debarment and Suspension (Nonprocurement); and Part 69, New Restrictions on Lobbying; Part 70, Uniform administrative requirements for grants and agreements (including subawards) with institutions of higher education, hospitals and other non-profit organizations; Part 83, Government-wide requirements for drug-free workplace (Grants).
- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.
- National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15).
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.

- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

## **SECTION 22. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION**

If the Implementing Agency undertakes new activities related to the use of federal grant or matching funds in connection with the program that include one or more of the activities listed below, the Implementing Agency shall assist the Authority and the U.S. Department of Justice, Office for Victims of Crime (OVC), in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements, including but not limited to those listed in this agreement.

The Implementing Agency acknowledges that this section applies to new activities whether or not they are being specifically funded with federal grant or matching funds, in connection with the program. As long as the new activity is being conducted by the Implementing Agency, or any subgrantee, subcontractor, or any third party, and the new activity needs to be undertaken in order to use the federal grant or matching funds in connection with the program, the terms of this section must be met.

Prior to obligating federal grant or matching funds in connection with the program, the Implementing Agency must determine if any of the following activities will be related to the use of such federal grant or matching funds. The Implementing Agency must notify the Authority in writing if it will be conducting any of the following activities, when the activity is undertaken in order to use, or is funded with, federal grant or matching funds in connection with the program:

- New construction.
- Minor renovation or remodeling of a property either (a) listed or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
- A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size.
- Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

For existing and continuing programs or activities that will be funded with federal grant or matching funds through the Authority, upon request by the Authority as directed by OVC, the Implementing Agency shall cooperate with OVC in any preparation by OVC of a national or program environmental assessment of that funded program or activity.

## **SECTION 23. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE CERTIFICATION**

If the Implementing Agency is considering renovation work that would alter or otherwise improve the exterior or interior of a structure that will be used to accommodate the grant program, the Implementing Agency certifies it shall assist the Authority and the Office of Victims of Crime (OVC) in complying with the National Historic Preservation

Act (NHPA).

The Implementing Agency must establish and maintain records to determine if the structure is 50 years or older. If any portion of the structure is 50 years or older, the Implementing Agency shall contact the Authority. The Implementing Agency shall provide the Authority with any information needed to comply with NHPA. This may include assisting the Authority and OVC in consulting with the State Historic Preservation Office and amending the proposed renovation to avoid any potential adverse impact to an historic structure. The Implementing Agency cannot begin the proposed renovation of a structure 50 years or older until the Implementing Agency receives written approval from the Authority.

The Implementing Agency acknowledges that this section applies to proposed renovation work whether or not it is being specifically funded with federal grant or matching funds. As long as the proposed renovation is being conducted by the Implementing Agency or any third party to accommodate the use of the federal grant or matching funds, the Implementing Agency must assist the Authority and OVC in complying with the NHPA.

If the records established and maintained by the Implementing Agency clearly document that the structure is less than 50 years old, the Implementing Agency must submit these documents to the Authority to receive approval for the proposed renovation being exempt from the NHPA.

#### **SECTION 24. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION**

If the Implementing Agency has 50 or more employees and is receiving at least \$25,000 through this agreement, or another grant funded by the U.S. Department of Justice, the Implementing Agency shall formulate, implement and maintain an equal employment opportunity program in accordance with 28 CFR Part 42, Nondiscrimination; Equal Employment Opportunity; Policies and Procedures. If required by this section, the Implementing Agency certifies that an equal employment opportunity program will be in effect during the period of performance of this agreement. In addition, an Implementing Agency receiving \$500,000 or more through this agreement, or \$1,000,000 or more in aggregate grant funds in an 18 month period, shall submit a copy of its equal employment opportunity plan to the Authority.

The Implementing Agency shall complete and submit an EEO Plan Certification to the Authority. This Certification will indicate if the Implementing Agency is required to have an EEO Plan or if the Implementing Agency is exempt from this requirement.

#### **SECTION 25. CIVIL RIGHTS COMPLIANCE CERTIFICATION**

The Implementing Agency certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. The Implementing Agency agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5).

The Implementing Agency assures compliance with the following laws, and all associated rules and regulations:

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);
- Title VI of the Civil Rights Act of 1964, as amended;
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472), and Executive Order 13166 *Limited English Proficiency*

*Resource Document: Tips and Tools from the Field;*

- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Department of Education Non-Discrimination Regulations, 34 CFR Part 106;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25;
- The Illinois Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS.575;
- The State Prohibition of Goods from Forced Labor Act, 30 ILCS 583.

All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

The Implementing Agency shall complete and submit a Civil Rights Certification. In the event that a federal or State court or administrative agency has made a finding of discrimination within the past 5 years after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority along with the Certification. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

The Implementing Agency certifies that it shall not pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates, and that it shall comply with all provisions of the Discriminatory Club Act (775 ILCS 25).

#### **SECTION 26. CONFIDENTIALITY OF INFORMATION**

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

#### **SECTION 27. DEBARMENT AND A DRUG-FREE WORKPLACE CERTIFICATION**

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A

Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Implementing Agency certifies that it has not been barred from contracting with any unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

#### **SECTION 28. LOBBYING CERTIFICATION**

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. No funds under this grant may be used, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government.

If receiving more than \$100,000 pursuant to this agreement, Implementing Agency agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

#### **SECTION 29. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION**

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979; or the regulations of the U.S. Department of Commerce promulgated under that Act.

#### **SECTION 30. DRUG FREE WORKPLACE CERTIFICATION**

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (A) abide by the terms of the statement; and
  - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance program; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

### **SECTION 31. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT**

The Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Agency solicits or intends to solicit for employment any of the Authority's employees during any part of the award funding process or during the term of any interagency agreement awarded.

### **SECTION 32. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES**

The Implementing Agency shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Implementing Agency to verify that persons employed by the Implementing Agency are eligible to work in the United States.

### **SECTION 33. DISPOSITION REPORTING CERTIFICATION**

The Implementing Agency certifies that it is in compliance with the reporting provisions of the Criminal

Identification Act (20 ILCS 2630), when applicable, and agrees to cooperate with the Authority and other parties in the implementation of the State's Criminal Records Improvement Plan, developed by the Authority pursuant to federal law.

#### **SECTION 34. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES CERTIFICATION**

If the program described in Exhibit A is subject to requirements of the Criminal Intelligence System Operating Policies, 28 CFR Part 23, the Implementing Agency certifies to the Authority that the program shall conform with the operating policies set forth in 28 CFR Part 23.20 and meets funding criteria set forth in 28 CFR Part 23.30. If the program is subject to these requirements, the Implementing Agency shall cooperate with specialized monitoring and auditing of the program as may be required by 28 CFR Part 23.40(a), and shall comply with operating policies required by 28 CFR Part 23.40(b).

#### **SECTION 35. COPYRIGHTS, PATENTS**

If this agreement results in a copyright, the Authority and the Office for Victims of Crime reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

#### **SECTION 36. STATEMENTS, PRESS RELEASES, ETC.**

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the Implementing Agency shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

#### **SECTION 37. PUBLICATIONS**

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with federal or matching funds, no later than 60 days prior to its printing.

For publications over 20 pages, the Authority will submit comments to the Implementing Agency no later than 30 days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 30-day review period.

For publications of 20 pages or less, the Authority will submit comments to the Implementing Agency no later than 10 working days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 10-day review period.

The Authority reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication no later than 20 days prior to release of the final publication.

Exceptions to the above publication requirements may be granted upon prior Authority approval.

Any such publication shall contain the following statement:

"This project was supported by Grant # 2005-VA-GX-0039, awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

Publications subject to these requirements include any planned, written, visual or sound materials, including but not limited to, brochures, booklets, videos, posters, radio and television announcements, training fliers, interim or final reports, and conference and presentation materials, that are substantively based on the project and prepared by the Implementing Agency. These requirements are inapplicable to press releases, newsletters and issue analyses.

### SECTION 38. FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and legal status listed below are correct:

Name: County of McLean on behalf of the McLean County Child Protection Network/CASA

**Taxpayer Identification Number:**

Social Security Number

or

Employer Identification Number

37-6001569

*(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

**Legal Status:**

<input type="checkbox"/>	Individual	<input checked="" type="checkbox"/>	Governmental
<input type="checkbox"/>	Sole Proprietor	<input type="checkbox"/>	Nonresident alien
<input type="checkbox"/>	Partnership/ Legal Corporation	<input type="checkbox"/>	Estate or trust
<input type="checkbox"/>	Tax-exempt	<input type="checkbox"/>	Pharmacy (Non-Corp.)
<input type="checkbox"/>	Corporation providing or billing medical and/or health care services	<input type="checkbox"/>	Pharmacy/Funeral Home/Cemetery (Corp.)
<input type="checkbox"/>	Corporation NOT providing or billing medical and/or health care services	<input type="checkbox"/>	Other: _____

Not-for-Profit entities should indicate such in the "Other" category.

### SECTION 39. FEDERAL GRANT INFORMATION

By signing this agreement, the Implementing Agency acknowledges that it has been informed of the following information regarding the federal funds received under this agreement:

- Federal Awarding Agency: Office of Justice Programs, Office for Victims of Crime
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.575 Crime Victims Assistance
- Grant Award Name and Number: Crime Victim Assistance Grant Program (2005-VA-GX-0039)
- Grant Award Year: Federal Fiscal Year 2005

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

#### **SECTION 40. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT**

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

#### **SECTION 41. INTEGRATION**

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter of this agreement and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

#### **SECTION 42. SEVERABILITY**

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

#### **SECTION 43. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT**

The Executive Director of the Authority may suspend or terminate performance of this agreement, in whole or in part, when an Implementing Agency fails to comply with any State or federal law or regulation or with the terms or conditions of this agreement. The Authority may take one or more of the following actions:

- Temporarily withhold cash payments pending correction of the deficiency by the Implementing Agency
- Disallow all or part of the cost of the activity or action not in compliance
- Wholly or partly suspend or terminate the current agreement
- Withhold further awards to the Implementing Agency
- Pursue other legal remedies, as applicable.

If the Authority terminates an agreement, the Authority will notify the Implementing Agency in writing of its decision, specify the reason, afford the Implementing Agency a reasonable time to terminate project operations, and request the Implementing Agency seek support from other sources. An agreement that is terminated pursuant to this section will be subject to the same requirements regarding audit, record keeping, and submission of reports as an agreement that runs for the duration of the period of performance. Any appeals will be conducted in accordance with the Authority's Operating Procedures for the Administration of Federal Funds (20 Il. Adm. Code 1520.60).

#### **SECTION 43.5 SPECIAL CONDITIONS**

Implementing Agency certifies that it shall comply with the terms of the Office for Victims of Crime memo regarding CASA programs.

The coordinator shall only provide supervising and training of volunteers providing services to children who are victims of crime.

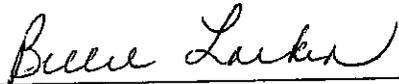
**SECTION 44. ACCEPTANCE**

The terms of this interagency agreement are hereby accepted and executed by the proper officers and officials of the parties hereto:

\_\_\_\_\_  
Lori G. Levin  
Executive Director  
Illinois Criminal Justice Information Authority  
Date

\_\_\_\_\_  
Michael Sweeney  
County Board Chairman  
County of McLean  
Date

\_\_\_\_\_  
Rebecca McNeil  
County Board Treasurer  
County of McLean  
Date

  
\_\_\_\_\_  
Billie Larkin  
Executive Director  
McLean County Child Protection Network/CASA  
1-5-06  
Date

\_\_\_\_\_  
ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

**EXHIBIT A:  
PROGRAM NARRATIVE**

**VICTIMS OF CRIME ACT**

Organization Name: The County of McLean on behalf of the McLean County Children's Advocacy Center/CASA of McLean County, McLean County Child Protection Network

Organization Address: 200 W. Front Street, Suite 500B  
Bloomington, Illinois 61701

Type of Implementing Agency (Check one)

- Criminal Justice- Government  
     Law Enforcement  
     Prosecution  
     Probation  
     Other  
  
 Private Non-Profit

Please Provide the Total Amounts of Funding Allocated to Victim Services Based on Your Agency's Current Fiscal Year Budget:

Federal (Excluding VOCA) \$ 48,552  
VOCA Funds                   \$ 115,334  
State                           \$ 151,665  
Local                           \$ 145,000  
Other                           \$       

How many FTE (Full-time Equivalent) volunteer staff are used by your agency as a whole? 14

What activities do they perform?

The agency uses volunteers for the CASA program as advocates serving in the best interest of abused and neglected children. As well the 13 member board of directors, full time interns and two administrative volunteers contribute to the FTE volunteer hours.

If you do not use volunteers please check this box and complete the volunteer waiver certification included in the continuation packet.

The following information is required (attachments are acceptable).

Federal Congressional Districts 109th

Counties Served by VOCA Program McLean and Livingston Counties

Cities Served by VOCA Program all cities in those counties

State Legislators representing these Areas State Senator Dan Rutherford, State Representative Keith Sommer, State Senator William Brady, US Representatives Timothy V. Johnson, State Representative Bill Mitchell

Population of Service Area McLean 150,433 and Livingston 39,678

This proposal makes a special effort to target any Un-Served or Underserved Populations (Check if Applicable)

If So, Please Check All Un-Served or Underserved Populations being Targeted

African American

Mentally Disabled

Hispanic

Physically Disabled

Rural

Underserved Urban

Elderly

Children

Other (specify) \_\_\_\_\_

Non-English Speaking

Identify the Victim(s) to be served through this VOCA-Funded Program and the amount of **federal** funds allocated accordingly

\$ \_\_\_\_\_ All Victims of Crime

\$ \_\_\_\_\_ Survivors of Homicide Victims    \$ 27,470 Child Physical Abuse

\$ \_\_\_\_\_ Adult Sexual Abuse    \$ 27,470 Child Sexual Abuse

\$ \_\_\_\_\_ Domestic Violence    \$ \_\_\_\_\_ Robbery

\$ \_\_\_\_\_ Elder Abuse    \$ \_\_\_\_\_ Other Violent Crimes

\$ \_\_\_\_\_ DUI/DWI Crashes    \$ 27,470 Other (Neglect)

Please respond to each of the items in the following seven sections. The answers to these questions will be your proposal. You may use additional sheets if necessary.

### I. Description of Organization

In this section, we are trying to gain a general sense of your agency's overall goals and activities, NOT solely the program for which you are seeking VOCA funds.

1. Please provide a *brief* description of your agency.

The Children's Advocacy Center/CASA of McLean County is dedicated to serving the needs of children who have disclosed sexual or physical abuse, their non-abusing caregivers and following the child and the family through the court system advocating for their best interest

2. Besides the services funded through this grant, what other services does your agency provide?

This grant funds the Children's Advocacy Center Program for Livingston and DeWitt counties; other services provided outside the parameters of this grant include: Forensic interviewing of children who have disclosed physical or sexual abuse, The Court Appointed Special Advocate (CASA) program that acts as a voice for the child in the juvenile court proceedings, adult child sexual abuse survivors support group, forensic medical exams, counseling with an on site therapist, training for MDT members, community education and training, collaboration with local, state and nation-wide agencies and member organizations

3. Please indicate the total number of staff dedicated to victim services at your agency.

Type of staff	Number of staff
Number of staff providing direct service. <i>(Do not include managerial and support staff in this count).</i>	7.0
Number of managerial staff	1.0
Number of administrative support staff	1.0

## II. Summary of Program

This section will help us understand the program for which you are seeking VOCA funds. This must include all direct services to be provided to crime victims with VOCA and match funds. **Do not** include a description of activities that will not be funded with VOCA or match funds.

1. How many staff members are funded under this grant program (Federal & Match)?

Title of Staff Person	*FTE % for VOCA funded program
CASA Case Manager/Associate Director of Training	100 % FTE
CASA Volunteer recruiter/Case Manager	100% FTE
Case Manager	100% FTE
Executive Director	10% FTE

**\*FTE is defined as Full Time Equivalent\***

2. Please provide a *brief* summary of the VOCA funded program.

The Court Appointed Special Advocate (CASA) program acts as a voice for the child in the juvenile court proceedings. Trained community volunteers, who are sworn officers for the court, under the broad supervision of the judiciary and the direct supervision of the Associate Director of Training and CASA Case Managers, work hand in hand with the judiciary in a child's best interest. The CASA advocates in the child's best interest to expedite delivery of services to the child and permanency in a child's life.

3. Which of the following direct client services to crime victims will **this program** provide? (*Please refer to the Instructions' section for service definitions*)

Check all that apply	Direct Client Services
	Crisis Counseling
	Therapy
x	Follow Up Contact
	Group Treatment
x	Information and Referral (In-person)
x	Information and Referral (Telephone Contacts)
x	Criminal Justice Support / Advocacy
	Emergency Financial Assistance
	Emergency Legal Advocacy
	Assistance in Filing Compensation Claims
x	Personal Advocacy
x	Medical Advocacy
	Crisis Hotline Counseling
x	Other (Specify) Provide Collaborative (Individual Education Plan IEP, Administrative Case Review ACR, Child & Family Team CFT) Services

4. Does **this program** provide direct services for all crime victims that come into contact with your agency, **OR** a sub-population of crime victims (*e.g. domestic violence victims, non-English speaking victims, disabled victims, teenage victims*)?

CHECK ONE:

ALL CRIME VICTIMS  
 SUB-POPULATION OF CRIME VICTIMS

If SUB-POPULATION OF CRIME VICTIMS, please identify:

Sub populations are children who are in the court system who have disclosed sexual and/or physical abuse or who have been neglected.

5. What are the primary qualifications of program-funded staff? **Please attach an updated job description and resume for each position including duties and qualifications.** If this position is not 100% VOCA-funded, asterisk the duties that apply to this program on the job description.

The positions applicable must have the minimum of an undergraduate degree with work experience and training in child welfare, child maltreatment, case management and advocacy. The qualifications will include a proven history of working with children or within family structure, collaboration with agencies, leadership and follow through.

6. Who oversees this program?

Associate Director of Operations

7. How does this program complement the other activities and services provided at your agency?

The project funded by this VOCA grant is the natural follow through area of services to the child. In recruitment of volunteers the actual case dissemination and the supervision of the CASA volunteers. The guidelines for this program and the CAC program are comparable.

### III. Review of Goal(s) and Objectives

This section provides an overview of your program's accomplishments during the current performance period, and also helps us learn about what helped or hindered your program during this time. *(This section should provide guidance as to whether objectives or program strategies should be modified for the upcoming year.)*

A universal goal was developed for your current grant program. Please indicate the goal that was chosen for your current performance period.

**To provide direct services to (CHECK ONE BELOW):**

XXX children that have disclosed sexual and/or physical abuse or children of neglect  
**for the purpose of alleviating trauma and suffering incurred from victimization.**

A list of objectives was included in the materials the Authority provided to you for your current performance period. The following is a list of those objectives. **Please respond only to the questions that pertain to the objectives you identified for your current VOCA funded program. Authority staff recognize that the period of performance may not have ended for your program.**

1. Provide Crisis Counseling Services to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 0
- b. To date, how many clients actually received this service during your period of performance? 0
- c. To date, what percentage of your objective has been met (item b ÷ item a)? \_\_\_\_\_
- d. Do you anticipate that your objective will be met by the end of your period of performance? \_\_\_\_\_
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

2. Provide Therapy to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 0
- b. To date, how many clients actually received this service during your period of performance? 0
- c. To date, what percentage of your objective has been met (item b ÷ item a)? \_\_\_\_\_
- d. Do you anticipate that your objective will be met by the end of your period of performance? \_\_\_\_\_
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

3. Provide Follow-Up contact to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 960
- b. To date, how many clients actually received this service during your period of performance? 1050
- c. To date, what percentage of your objective has been met (item b ÷ item a)? 100%+
- d. Do you anticipate that your objective will be met by the end of your period of performance? Yes
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

4. Provide Support Group Services to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 0
- b. To date, how many clients actually received this service during your period of performance? 0
- c. To date, what percentage of your objective has been met (item b ÷ item a)? \_\_\_\_\_
- d. Do you anticipate that your objective will be met by the end of your period of performance? \_\_\_\_\_
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

5. Provide In-Person Information and Referral Services to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 600
- b. To date, how many clients actually received this service during your period of performance? 542
- c. To date, what percentage of your objective has been met (item b ÷ item a)? 90%
- d. Do you anticipate that your objective will be met by the end of your period of performance? yes
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

6. Provide Telephone Information and Referral Services to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 960
- b. To date, how many clients actually received this service during your period of performance? 648
- c. To date, what percentage of your objective has been met (item b ÷ item a)? 67.5%
- d. Do you anticipate that your objective will be met by the end of your period of performance? Yes
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? We will meet our objective, however we decided to put more emphasis on in-person information and referral services rather than on the phone.

7. Provide Criminal Justice Support/Advocacy Services to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 480
- b. To date, how many clients actually received this service during your period of performance? 316
- c. To date, what percentage of your objective has been met (item b ÷ item a)? 65%
- d. Do you anticipate that your objective will be met by the end of your period of performance? Yes
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? Although we have not yet met this objective we will continue to provide CJ/Advocacy to all of the child victims we are serving.

8. Provide Criminal Court Orientation or Criminal Court Escort services to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 0
- b. To date, how many clients actually received this service during your period of performance? \_\_\_\_\_
- c. To date, what percentage of your objective has been met (item b ÷ item a)? \_\_\_\_\_
- d. Do you anticipate that your objective will be met by the end of your period of performance? \_\_\_\_\_
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

9. Provide Information regarding Criminal Case Status Disposition or Appearance Notification to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 480
- b. To date, how many clients actually received this service during your period of performance? 126
- c. To date, what percentage of your objective has been met (item b ÷ item a)? 26%
- d. Do you anticipate that your objective will be met by the end of your period of performance? No
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? Due to an error in our reporting, we are behind the first two quarters. We anticipate we will make up the difference in our reporting as we could add the cumulative numbers, however, we did over-estimate this objective and will readjust it for the next granting period.

10. Provide Assistance with Preparing Impact Statements to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 276
- b. To date, how many clients actually received this service during your period of performance? 240
- c. To date, what percentage of your objective has been met (item b ÷ item a)? 86.9
- d. Do you anticipate that your objective will be met by the end of your period of performance? yes
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

11. Provide Assistance with Childcare to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 0
- b. To date, how many clients actually received this service during your period of performance? 0
- c. To date, what percentage of your objective has been met (item b ÷ item a)? \_\_\_\_\_
- d. Do you anticipate that your objective will be met by the end of your period of performance? \_\_\_\_\_
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

12. Provide Assistance with Transportation to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 0
- b. To date, how many clients actually received this service during your period of performance? \_\_\_\_\_
- c. To date, what percentage of your objective has been met (item b ÷ item a)? \_\_\_\_\_
- d. Do you anticipate that your objective will be met by the end of your period of performance? \_\_\_\_\_
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

13. Provide Emergency Legal Advocacy to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 0
- b. To date, how many clients actually received this service during your period of performance? \_\_\_\_\_
- c. To date, what percentage of your objective has been met (item b ÷ item a)? \_\_\_\_\_
- d. Do you anticipate that your objective will be met by the end of your period of performance? \_\_\_\_\_
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

14. Provide Assistance in Obtaining an Order of Protection to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 0
- b. To date, how many clients actually received this service during your period of performance? \_\_\_\_\_
- c. To date, what percentage of your objective has been met (item b ÷ item a)? \_\_\_\_\_
- d. Do you anticipate that your objective will be met by the end of your period of performance? \_\_\_\_\_
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

15. Provide Assistance in Filing Compensation Claims to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 0
- b. To date, how many clients actually received this service during your period of performance? \_\_\_\_\_
- c. To date, what percentage of your objective has been met (item b ÷ item a)? \_\_\_\_\_
- d. Do you anticipate that your objective will be met by the end of your period of performance? \_\_\_\_\_
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

16. Provide Personal Advocacy Services to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 1020
- b. To date, how many clients actually received this service during your period of performance? 1184
- c. To date, what percentage of your objective has been met (item b ÷ item a)? 100%+
- d. Do you anticipate that your objective will be met by the end of your period of performance? \_\_\_\_\_
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

17. Provide Medical Advocacy Services to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 240
- b. To date, how many clients actually received this service during your period of performance? 185
- c. To date, what percentage of your objective has been met (item b ÷ item a)? 77%
- d. Do you anticipate that your objective will be met by the end of your period of performance? yes
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? Medical Advocacy has become an important part of victim advocacy. Our barriers in the community, as there are medical personnel and specialist that will not accept the medical card.

18. Provide Crisis Hotline Counseling Services to clients each year.

- a. How many clients did you anticipate would receive this service during your entire period of performance? 0
- b. To date, how many clients actually received this service during your period of performance? \_\_\_\_\_
- c. To date, what percentage of your objective has been met (item b ÷ item a)? \_\_\_\_\_
- d. Do you anticipate that your objective will be met by the end of your period of performance? \_\_\_\_\_
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

**Specify other direct services provided to clients each year.**

19. Provide advocacy (child team, ACRs etc) services to 216 clients each year.

- a. How many clients did you anticipate would receive this service during your entire period of performance? 216
- b. To date, how many clients actually received this service during your period of performance? 508
- c. To date, what percentage of your objective has been met (item b ÷ item a)? 235%
- d. Do you anticipate that your objective will be met by the end of your period of performance? Objective met
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

21. Provide 0 services to \_\_\_\_\_ clients each year.

- a. How many clients did you anticipate would receive this service during your entire period of performance? \_\_\_\_\_
- b. To date, how many clients actually received this service during your period of performance? \_\_\_\_\_
- c. To date, what percentage of your objective has been met (item b ÷ item a)? \_\_\_\_\_
- d. Do you anticipate that your objective will be met by the end of your period of performance? \_\_\_\_\_
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

22. What were the successes of your program during the current performance period?

The successes of the program were National Accreditation Standards being met for the CASA program. As a result of the accreditation, we began reviewing the organizational structure and have started a reorganizing the program for better and closer contact for victims. We trained two volunteers who helped with paperwork freeing up the CASA Case Managers to become more involved with the CASA's. As a result we took a further step to hire an Administrative Assistant to ease the paperwork loads of the Case Managers and changes the way the interface with victims. We have set some very aggressive standards but feel that we were able to fo so based on past success of the program.

23. What barriers did you experience in implementing your program during the current performance period? How did you respond to them?

There were personnel and judiciary changes during this performance period. A staff member was asked to resign and another left the program to return to her education. While these were definitely barriers, we also feel like good things have happened out of major program changes. Cleared understandings and commitments from the judiciary and the new opportunity to hire staff with different credentials really has changed the barrier to a great program opportunity.

24. Is there anything else you would like us to know based on your experiences with the current performance period? If so, please describe here.

Victim services can never be measured in sheer numbers, goals, and objectives. They must be seen through the eyes of a child victim who was abandoned by a mother, or who witnesses violent crimes. Those victims being matched with someone (a CASA) who is there for them in all situations, is something that needs to be captured through more than goals and objectives.

#### IV. Statement of Problem

This section will help us understand why your program is important to crime victims that come into contact with your agency as well as the community you serve. This section should document the problem(s) the organization continues to face and justify a need for continued funding.

1. What is the problem(s) identified among crime victims that come into contact with your agency that **this program** addresses? (*What do crime victims need that they would not get or would receive less of if this program were not continued?*)

Child victims of violent crime in McLean County need consistency and advocacy to result in best interest judgement and permanency. While DCFS has taken fewer children into protective custody, the number of children in the court system in McLean County is staggering, most consistently around 700. The CASA program serves about 23% of those children currently. It is our belief and that of the judiciary, state's attorney, DCFS and many private agencies that the child victims are best served with a CASA appointed on their behalf.

2. How are you aware that this problem exists? (*Please provide data that supports the need for your proposed program and include the source of any such data. You may also use anecdotal information based on experiences of agency staff or other sources within your jurisdiction. Please do not use names or any other information that would identify a specific victim. The Instructions section contains a list of potential data sources for your use.*)

National statistics estimate that one in four girls and one out of six boys are abused or neglected before the age of eighteen (Hopper, J., Child Abuse: Statistics, Research, Resources 1998). Child abuse has no cultural, socio-economic or geographical boundaries, no community is immune to the rippling affects of child abuse. McLean and Livingston Counties are no different. According to DCFS statistics statewide distribution of the number of children reported as abused and/or neglected (2004) were up 7% to 104,264 from 97,428 in 2003. DeWitt County reported 295 children or 60 per every 1000 children. Livingston County reported 536 children or 46.7 per 1000-- among the highest counties in the State of Illinois in percentages of reported child abuse. At the same time these DCFA numbers only reflect the number of children seen when a disclosure is made of caregiver abuse. Children's Advocacy Center serving McLean, Livingston, and Dewitt Counties saw 39% of all children seen as nn-DCFS cases, meaning non caregiver abuse.

3. How will your program be affected if VOCA funds were not available?

VOCA funds are the foundation for the McLean County CASA program. If funds were not available from VOCA, we would have to cut our program minimally by 75% and reduce the number of child victims served dramatically. The tragic picture is that the CASA program is recognized not only by the court and state's attorney's and GAL as the mainstay but increasingly by DCFS and private agencies. Children would likely flounder in the system longer and would not attain permanency in their lives. Differences that CASAs make in the lives of children are remarkable. Advocating for best conditions we have dedicated volunteers who challenge the system, the court and DCFS on a daily basis, cutting funding for this program would be tragic for the children in McLean County

## V. Goal and Objectives

This section will help us better understand where your program is ultimately going (GOAL) and how it will get there (OBJECTIVES). Remember that goals and objectives should **only include VOCA grant and match** funded activities.

1. **Goal:** A universal goal has been developed for all VOCA funded programs. Please indicate the appropriate goal for your intended program.

To provide direct services to (CHECK ONE BELOW):

\_\_\_\_\_ ALL CRIME VICTIMS AND/OR NON-OFFENDING SIGNIFICANT OTHERS

XXX Sub populations are children who are in the court system who have disclosed sexual and/or physical abuse or who have been neglected. \_\_\_\_\_

(Insert sub-population of clients here.)

**for the purpose of alleviating trauma and suffering incurred from victimization.**

2. **Objectives:** Please complete the following objectives by inserting the number of clients that will be provided with that service **each quarter**. If you will not be providing a specific type of service, place a zero in the blank.

Example: Provide court accompaniment to 6 victims each quarter.

1. Provide crisis- counseling services to \_\_\_\_\_ clients each quarter.
  2. Provide therapy to \_\_\_\_\_ clients each quarter.
  3. Provide follow-up contact to 200 clients each quarter.
  4. Provide support group services to \_\_\_\_\_ clients each quarter.
  5. Provide in-person information and referral services to 100 clients each quarter.
  6. Provide telephone information and referral services to 100 clients each quarter.
  7. Provide criminal justice support / advocacy services to 100 clients each quarter.
- Of the clients indicated above, will any of them receive the following services? If so how many do you anticipate receiving the following services each quarter:**

Criminal court orientation or criminal court escort services? \_\_\_\_\_

Information regarding criminal case status disposition or appearance notification services? 70

Assistance with preparing victim impact statement? 25

Assistance with childcare for clients while they are attending criminal court or other case proceedings? \_\_\_\_\_

Assistance with transportation to criminal court or other appointments regarding the criminal case? \_\_\_\_\_

8. Provide emergency financial assistance to \_\_\_\_\_ clients each quarter.

9. Provide emergency legal advocacy services to \_\_\_\_\_ clients each quarter.

**Of the clients indicated above, will any receive assistance in obtaining an order of protection? If so how many do you anticipate receiving this service each quarter?**

\_\_\_\_\_

10. Provide assistance in filing compensation claims to \_\_\_\_\_ clients each quarter.  
*(Although VOCA regulations mandate that you provide this service in order to receive VOCA funds, this objective should only be filled in if the VOCA funded position provides this service.)*

11. Provide personal advocacy to 100 clients each quarter.

12. Provide medical advocacy to 10 clients each quarter.

13. Provide crisis hotline counseling services to \_\_\_\_\_ clients each quarter.

14. Provide case management services to \_\_\_\_\_ clients each quarter.

**Objectives 15 and 16 are blank so that you may indicate other direct services not listed above. Please note you will be required to maintain the data relative to these objectives and report their progress on your quarterly data report.**

15. Provide Collaboration (IEP, ACR, CFT) services to 30 clients each quarter.

16. Provide \_\_\_\_\_ services to \_\_\_\_\_ clients each quarter.

## VI. Program Implementation

The problem statement has described the issue(s) to be addressed. Goals/objectives have defined the ends to be achieved. This section will tell us how these ends are going to be accomplished by describing how the **VOCA grant and match funded activities** will be implemented in clear, logical detail and should provide a clear picture of how the program will operate in order to achieve its goals and objectives.

1. Please describe the specific activities each staff member under **this program** will provide to crime victims.

The .5FTE Volunteer Coordinator will be the agency's primary link to collaboration with the CASAs for recruitment in the community. Recruitment of qualified volunteers is essential for the continued growth, integrity and stability of the CASA program. Retraining qualified volunteers is vital for continued seamless representation for child victims. On-going training and updates on the law, community issues as related to maltreatment will be accountable specific activities under the Recruitment Coordinator.

The Case Manager oversees the Advocates encouraging active monitoring and participation with the CASAs in the child's best interest. Responsible to maintain standards of competency by closely supervising each CASA program volunteers. Working with the advocates and the child victims, the Case Manager will act as a resource and catalyst for the Advocates, victims, the victim's families, foster parents and siblings. The Case Manager will monitor the CASAs progress with the case and will assist with the court reports, testimony and other issues the CASAs have in the best interest of the child.

2. How do the activities listed above benefit your target population?

The activities are directly linked and directly benefit the population as they work directly with the child victims and their families for permanency. The whole piece must be synthesized for the best caliber of volunteer for the child. Recruitment, training and then supervision are the key components. Close supervision of the CASA volunteers and interaction with the victim and their families is what the Case Manager does on a daily basis.

3. Given any new issues or barriers to implementation that you encountered during the current performance period, what steps will be taken to address these issues during the new program period?

Quick yet thorough training of the new CASA staff will be imperative to meet program standards. Along with training staff, the reorganization of the program will need somewhat of a learning curve working towards continuous efforts of implementation. Meshing the new staff with their new ideas and new program organization will be difficult and steps will need to be taken to ensure that everyone is up to standards. One of the most difficult barriers, at the same time we have new staff and reorganization, the number of children in the juvenile system is steady. The program is greatly relied upon by the judiciary and the private agencies will need to be quickly "hurdled".

4. What training needs have you identified for the staff funded under this program?

Since the CASA program is such a vital part of children's welfare, we prioritize training for our staff in two ways. The first is by individual need. For example, does the person need management training, listening skills or more training on maltreatment. Each of our CASA case managers certainly have different needs. Secondly we look at the need of the program and the agency and where those needs fall. We look for local and cheap forms of training, however we feel it is imperative for the CASA staff to attend the National CASA training and the State of Illinois CASA trainings.

5. How will you address those training needs? If unable to address those needs, please explain why:

Each staff member meets individually with their supervisor to determine their training needs. We keep close track of what training each staff has had and get very specific for example even to the various sessions attended at conferences. We also project the needs of the organization. For example, is more training needed on clergy abuse, or meth training or maltreatment specific issues.

Beside the Case Manager being able to articulate what they feel is needed, the supervisor passes latest conference information that might be relevant to their needs. National CASA and State of Illinois CASA trainings are almost mandatory for staff, as that is their only clear link to specific CASA training.

## VII. Implementation Schedule

The implementation schedule should be used as a planning tool for the program and should reflect a realistic projection of how the program will proceed. The Implementation Schedule should indicate: the VOCA funded activities and services that will be provided; the month the activity/service begins; the month the activity/service is completed; the personnel responsible for each activity/service; and the frequency with which the activity/service will be provided. Please use the following implementation schedule form using examples as a guide.

Activity/Service	Month Begun	Month Completed	Personnel Responsible	Frequency
EXAMPLE Distribute brochures	Month 1	Ongoing	Volunteers	As Needed
EXAMPLE Hire medical advocate	Month 1	Month 2	Coordinator	N/A
EXAMPLE Provide support groups	Month 2	Month 12	Advocate	Weekly
Distribute information for upcoming CASA trainings	Month 1,6	Month 2,7	Volunteer Recruiter	As needed but minimally as designated
Training of new CASA volunteers	Month 2-3 & 7-8	Month 4, 9	Ex Director, CASA Case Managers, Volunteer Recruiter	Twice annually (minimally)
Training of all CASAs	Monthly	Monthly	CASA Case Manager, Volunteer Recruiter	Monthly
Supervisory meetings	Weekly	Weekly	CASA Case Manager	Minimum Monthly
Swear in volunteers	Month 3, 8	Month 3, 8	Ex Director, CASA Case Managers, Volunteer Recruiter	Twice annually (minimally)

**EXHIBIT B: BUDGET  
IDENTIFICATION OF SOURCES OF FUNDING**

**Implementing Agency: McLean Co./McLean Co. Child Protection Network  
Agreement #: 205049**

	<u>SOURCE</u>	<u>AMOUNT</u>
<b>Federal Amount:</b>	Victims Of Crime Act (VOCA)	\$82,410
	Subtotal:	\$82,410
<b>Match:</b>	McLean Co./McLean Co. Child Protection Network	\$20,603
	Subtotal:	\$20,603
<b>Over Match:</b>	McLean Co./McLean Co. Child Protection Network	\$18,715
	Subtotal:	\$18,715
	<b>GRAND TOTAL</b>	<b>\$121,728</b>





Budget & Budget Narrative	McLean Co./McLean Co. Child Protection Network	Agreement#	205049			
COMMODITIES	Item	Cost / Month	# of Months	Federal Amount	Match Contribution	Total Cost
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
<b>TOTAL COMMODITIES COST</b>				\$ -	\$ -	\$ -

Budget Narrative for Commodities. Please give a brief description for each line of the Commodities Budget.  
(See Attached Budget Instructions)





	GRAND TOTAL		Federal Amount	Match Contribution	Total Cost
	Federal Amount	Match Contribution			
PERSONNEL SERVICES	\$ 82,410.00	\$ 36,899.00	\$ 82,410.00	\$ 36,899.00	\$ 119,309.00
EQUIPMENT	\$ -	\$ -	\$ -	\$ -	\$ -
COMMODITIES	\$ -	\$ -	\$ -	\$ -	\$ -
TRAVEL	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRACTUAL	\$ -	\$ 2,419.00	\$ -	\$ 2,419.00	\$ 2,419.00
<b>TOTAL COST</b>	<b>\$ 82,410.00</b>	<b>\$ 39,318.00</b>	<b>\$ 82,410.00</b>	<b>\$ 39,318.00</b>	<b>\$ 121,728.00</b>

All procurements must be competitive

Use this sheet to calculate the fringe benefits to be paid for project personnel. For each element of the benefit package, indicate the rate as a percentage of salary or the dollar amount of the flat rate paid per employee. Use the **TOTAL FRINGE BENEFITS** amount from this worksheet as the fringe benefit dollar amount on the **BUDGET** under **PERSONNEL SERVICES** (cells G-13 and H13).

<b>RATED FRINGE BENEFITS</b>	<b>Rate as % of Salary</b>
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	4.380%
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	12.030%
Total Salary Paid By Grant (Federal and Match - Please use figure from cell I-12 in the Budget Detail)	\$97,366.00
<b>TOTAL RATED FRINGE BENEFITS</b>	<b>\$11,713</b>
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$ per FTE</b>
HEALTH/MEDICAL INSURANCE	\$3,300.00
OTHER (SPECIFY)	
Total Flat Rate Fringe	\$3,300.00
Number of grant-funded FTE (full-time equivalent) positions. (Please use figure from cell F-11 of Budget Detail)*	3.10
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$10,230</b>
<b>TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)</b>	<b>\$21,943</b>

\*PLEASE REFER TO YOUR RESPONSE IN EXHIBIT A, SECTION II, QUESTION #1.

Members Renner/Ahart moved the County Board approve a Request for Approval of Interagency Agreement #205049 between the Illinois Criminal Justice Information Authority and the Children's Advocacy Center for the Implementation of the Child Advocacy Center Services Program. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

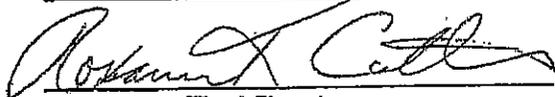
McLEAN COUNTY - GRANT INFORMATION FORM

<b>General Grant Information</b>	
<u>Requesting Agency or Department:</u> McLean County Court Services	<u>This request is for:</u> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant
<u>Grantor:</u> Illinois Criminal Justice Information Authority	<u>Grant Type:</u> <input type="checkbox"/> Federal, CFDA #: <input type="checkbox"/> State <input checked="" type="checkbox"/> Other
<u>Anticipated Grant Amount:</u> \$ 65,462.00	<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Pre-Funded  <u>Expected Initial Receipt Date:</u>
<u>Anticipated Match Amount (if applicable):</u> \$35,237	<u>Source of Matching Funds (if applicable):</u> \$24,000 AOIC and \$6099 supervisors time

<b>Personnel and Information</b>				
<u>New personnel will be hired:</u> <input checked="" type="checkbox"/> Yes (complete chart below) <input type="checkbox"/> No		<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<u>New Personnel Expense Chart</u>		<u>Current FY</u>	<u>Current FY+1</u>	<u>Current FY+2</u>
Number of Employees:		2		
Personnel Cost		\$76,355	\$	\$
Fringe Benefit Cost		\$19,230	\$	\$
Total Cost		\$95,585	\$	\$

<u>Additional Costs and Requirements (if applicable)</u>				
<u>Description of equipment to be purchased:</u>		<u>Description of subcontracting costs:</u>		
<u>Additional Costs Chart</u>		<u>Current FY</u>	<u>Current FY+1</u>	<u>Current FY+2</u>
Subcontractors		\$	\$	\$
Equipment		\$	\$	\$
Other		\$	\$	\$
Total Cost		\$	\$	\$
<u>Other requirements or obligations: (increased workload, continuation of program after grant period, etc)</u>				

Responsible Personnel for Grant Reporting and Oversight:

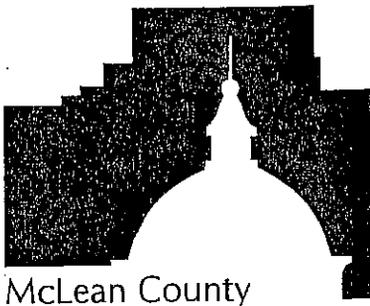
  
Department Head Signature

1-5-04  
Date

\_\_\_\_\_  
Grant Administrator Signature (if different)

\_\_\_\_\_  
Date

<b>OVERSIGHT COMMITTEE APPROVAL</b>	
_____ Chairman	_____ Date



## COURT SERVICES

Roxanne K. Castleman, Director

104 W. Front Street, P.O. Box 2400 Law & Justice Center Bloomington, IL 61702-2400

Adult Division: (309) 888-5360 Fax (309) 888-5434 Room 103  
Juvenile Division: (309) 888-5370 Fax (309) 888-5831 Room 601

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## Memo

To: Honorable Members of the Justice Committee  
From: Roxanne K. Castleman *RKC*  
CC: Chief Judge Elizabeth A. Robb  
Date: 1/5/2006  
Re: Domestic Violence Grant

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In September of 2004 McLean County was awarded a grant from the Illinois Criminal Justice Information Authority to fund a domestic violence multi-disciplinary team program. The grant is a renewable three year grant. The second year of the grant funding is \$65,462 and covers the cost of two (2) domestic violence probation officers.

I have attached a copy of the recently received the second year contract, as well as the county's grant information form for you review and approval.

The cash match of \$24,000 is paid by salary subsidy reimbursement from the Administrative Office of the Illinois Courts..

I will be present at the justice meeting, to answer any questions you may have.

Thank you for your consideration in this matter.



ILLINOIS  
CRIMINAL JUSTICE  
INFORMATION AUTHORITY

120 South Riverside Plaza • Suite 1016 • Chicago, Illinois 60606 • (312) 793-8550

December 14, 2005

Ms. Jodie Ellsworth  
McLean County State's Attorney's Office  
McLean County MDT  
104 West Front Street Room 605  
Bloomington, Illinois 61701

Dear Ms. Ellsworth:

Enclosed you will find interagency agreement #602170, 602174, 602171, 602172 and 602173 between your offices and the Authority for the Domestic Violence Multi-Disciplinary Team Program. Please review the enclosed documents and notify me if revisions are necessary. If all is in order please obtain the necessary signatures on the agreement and return the *entire packet* to my attention for further processing.

I have also enclosed the fiscal information sheet and initial cash request forms needed to begin the draw down of federal funds. Please fill out these forms and return them to me with the signed agreement. Once all signatures are received on the agreement, I will process the paperwork for you to receive your initial federal funds for this program.

Please note that this packet also includes two new forms regarding civil rights compliance. Please review, sign and forward these civil rights compliance certifications to the Authority. The authorized officials of the grant's Implementing Agency, and Program Agency, if applicable, must complete these forms. This grant cannot be submitted for final signature by the Authority's Executive Director until these forms have been completed.

As a point of clarification, these certifications do not represent new civil rights requirements that grantees must adhere to. These certifications reflect existing federal regulations that have always been included in the interagency agreements between your office and the Authority, but now a separate certification is required.

If you have any questions, please feel free to contact me at (312) 793-4457 or by email at [mmazewski@icjia.state.il.us](mailto:mmazewski@icjia.state.il.us). I look forward to working with you on this program.

Sincerely,

Marilyn Mazewski  
Federal and State Grants Unit

Enclosures

cc: MF #602170, 602174, 602171, 602172, 602173

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit  
Initial Cash Request

On behalf of McLean County on behalf of the McLean County Court Services

I am requesting an initial cash request of \$\_\_\_\_\_ as permitted in Interagency Agreement # 602174

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Program Name

\_\_\_\_\_  
Implementing Agency Fein Number

\*Instructions for completion on reverse side

*For Authority use only*

*Requested*  
*Disbursal* \_\_\_\_\_

*FED/GR*

*Approved*  
*by:* \_\_\_\_\_

*Date* \_\_\_\_\_

*Date* \_\_\_\_\_

## INITIAL CASH REQUEST FORM INSTRUCTIONS

- Enter Implementing Agency name and agreement number on the lines provided.
- Enter amount of cash advance necessary to pay for program start-up costs. In calculating this figure, consider equipment purchases that will take place immediately and personnel costs for the first three months of the program. Implementing agencies should anticipate a delay of approximately 4-6 weeks from the submission of the request until the receipt of the State warrant.

Since federal regulations require that implementing agencies request only the minimum amount of cash necessary to pay bills in a timely fashion, funds should be requested only for those obligations that can be liquidated within 45 days. The Authority reserves the right to adjust cash requests as seen necessary. If the implementing agency anticipates an inordinate expenditure of funds during the initial period, an explanation should be attached.

- Obtain signature of authorized official and provide the individual's title, program name, and Implementing Agency FEIN (Taxpayer ID) number on the lines provided.
- Return the completed original to the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 120 South Riverside Plaza, Suite #1016, Chicago, Illinois 60606.



**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Michael F. Sweeney  
County Board Chairman

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

McLean County on behalf of McLean County Court Services

\_\_\_\_\_  
Name of Organization

104 W. Front Street  
Bloomington, Illinois 61702

\_\_\_\_\_  
Address of Organization

## **Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is, normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**FISCAL INFORMATION SHEET**

The following information is required to ensure that the Authority and its implementing agencies meet the financial and program reporting requirements of various federal grant programs. This information is required prior to the release of funds. The Implementing Agency is the state or local unit of government or not-for-profit agency accepting funds under the interagency agreement. The Program Agency is the organization responsible for performing the daily activities. An organization can be both the Implementing Agency and the Program Agency.

Please return this form to the attention of your program monitor at the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 120 S. Riverside Plaza, Chicago, IL 60606. If you have any questions, please call your monitor at (312) 793-8550.

Implementing Agency: McLean County on behalf of the McLean County Court Services  
Implementing Agency's FEIN #: 37-6001569 Agreement #: 602174  
Program Agency: McLean County Court Services  
Program Title: Domestic Violence Multi-Disciplinary Team Program

1. Who will be responsible for preparing and submitting quarterly fiscal reports?  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
  
2. Who will be responsible for preparing and submitting quarterly data/progress reports?  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

3. Will a separate fiscal account/fund be maintained for the program?

\_\_\_\_\_ Yes, this account will maintain: (Choose one)

\_\_\_\_\_ Federal funds only

\_\_\_\_\_ Both federal and local matching funds

\_\_\_\_\_ No, but all program funds will be identified by a specific account or fund number and recorded within the general accounting records for the Agency.

4. Where should program fund disbursements be sent?

Address:

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---

---

ATTN:

---

5. What organization is listed as holder of the bank account into which program funds will be deposited?

Effective 05/03

Grant Program (circle applicable federal grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grant Number: 602174

Federal Grant Award Amount: \$65,462

Grantee/Organization Name (hereafter referred to as the "Entity"): McLean County

Address: 104 W. Front Street  
Bloomington, Illinois 61702

Contact Person:

Telephone #:

Fax #:

E-mail address:

**SECTION A. CERTIFICATION (EEOP NOT REQUIRED)**

I \_\_\_\_\_ [responsible official] CERTIFY THAT THE FUNDED ENTITY IS NOT REQUIRED TO PREPARE AN EEOP FOR THE REASON(S) CHECKED BELOW, PURSUANT TO 28 CFR 42.302.

**Check all of the following that apply:**

- ENTITY HAS LESS THAN 50 EMPLOYEES
- ENTITY IS A NON-PROFIT ORGANIZATION
- ENTITY IS AN INDIAN TRIBE

- ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000
- ENTITY IS A MEDICAL INSTITUTION
- ENTITY IS AN EDUCATIONAL INSTITUTION

\_\_\_\_\_  
[Signature of Responsible Official]

\_\_\_\_\_  
[Print Name and Title]

\_\_\_\_\_  
[Date]

**OR**

**SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)**

*(For information regarding EEOP development, see: <http://www.ojp.usdoj.gov/ocr/eeop.htm>)*

Certification Statement (For Entities with 50 or more employees that receive a single grant or award of \$25,000 or more):

I, \_\_\_\_\_ Michael F. Sweeney \_\_\_\_\_ [County Board Chairman], certify that the Entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of \_\_\_\_\_ McLean County Administration \_\_\_\_\_

\_\_\_\_\_ [agency/organization name], at \_\_\_\_\_ 115 E. Washington Street, Room 401, P.O. Box 2400, Bloomington, Illinois 61702-2400 \_\_\_\_\_ [address]

for review by the public and employees, or for review or audit by officials of the Illinois Criminal Justice Information Authority or the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights as required by relevant laws and regulations.

In addition to the above requirements, if Entity receives \$500,000 or more through a single grant, or \$1,000,000 or more in aggregate grant funds in an 18-month period, Entity shall submit a copy of its Equal Employment Opportunity Plan to the Authority. The Authority shall forward the Equal Employment Opportunity Plan to the Office of Civil Rights for review and approval.

\_\_\_\_\_  
[Signature of County Board Chairman]

\_\_\_\_\_  
[Michael F. Sweeney, County Board Chairman]

\_\_\_\_\_  
[Date]

Grant Program (circle applicable federal grant program):  
ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grant Number: 602174 Federal Grant Award Amount: \$65,462

Grantee/Organization Name (hereafter referred to as the "Entity"): McLean County Court Services

Address: 104 W. Front Street  
Bloomington, Illinois 61702

Contact Person:

Telephone #: Fax #: E-mail address:

**SECTION A. CERTIFICATION (EEOP NOT REQUIRED)**

I \_\_\_\_\_ [responsible official] CERTIFY THAT THE FUNDED ENTITY IS NOT REQUIRED TO PREPARE AN EEOP FOR THE REASON(S) CHECKED BELOW, PURSUANT TO 28 CFR 42.302.

**Check all of the following that apply:**

- ENTITY HAS LESS THAN 50 EMPLOYEES
- ENTITY IS A NON-PROFIT ORGANIZATION
- ENTITY IS AN INDIAN TRIBE
- ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000
- ENTITY IS A MEDICAL INSTITUTION
- ENTITY IS AN EDUCATIONAL INSTITUTION

\_\_\_\_\_  
[Signature of Responsible Official] [Print Name and Title] [Signature] [Date]

**OR** **SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)**

(For information regarding EEOP development, see: <http://www.ojp.usdoj.gov/ocr/eeop.htm>)

Certification Statement (For Entities with 50 or more employees that receive a single grant or award of \$25,000 or more):

I, Roxanne K. Castleman [Director], certify that the Entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of McLean County Court Services \_\_\_\_\_ [agency/organization name], at 104 W. Front Street, Room 103, P.O. Box 2400, Bloomington, Illinois 61702 \_\_\_\_\_ [address]

for review by the public and employees, or for review or audit by officials of the Illinois Criminal Justice Information Authority or the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights as required by relevant laws and regulations.

In addition to the above requirements, if Entity receives \$500,000 or more through a single grant, or \$1,000,000 or more in aggregate grant funds in an 18-month period, Entity shall submit a copy of its Equal Employment Opportunity Plan to the Authority. The Authority shall forward the Equal Employment Opportunity Plan to the Office of Civil Rights for review and approval.

\_\_\_\_\_  
[Signature of Director] [Roxanne K. Castleman, Director] [Date]

Grant Program (circle applicable grant program):  
ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grantee/Organization Name (hereafter referred to as the "Entity"): McLean County Court Services

Address: 104 W. Front Street  
Bloomington, Illinois 61702

Contact Person:

Telephone #: Fax #: E-mail address:

Grant Number/Contract Name: #602174 Domestic Violence Multi-Disciplinary Team Program

**Certification Statement:**

I, Roxanne K. Castleman [Director], certify to the following statements:

- Entity is in compliance with all applicable local, state and federal civil rights laws, regulations and guidelines, including but not limited to those listed in the Interagency Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above.
- No person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this grant(s)/contract(s) on the basis of race, color, age, religion, national origin, disability, or sex.
- Entity is in compliance with the following federal guidance materials regarding the provision of meaningful access to services and programs to persons with limited English proficiency (LEP): Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472).

*(Additional information regarding LEP requirements may be found at: <http://www.ojp.usdoj.gov/ocr/lep.htm>)*

In addition, I certify that in the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Entity, or any subgrantee or contractor of the Entity, the Entity will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

**Check the following item(s) that apply:**

THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD NO FINDINGS OF DISCRIMINATION WITHIN THE PAST 5 YEARS

THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD FINDINGS OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You MUST attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)

All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached

Roxanne K. Castleman, Director  
[Signature of Director] [Title] [Date]

**CIVIL RIGHTS COMPLIANCE CERTIFICATION**  
(Complete **ENTIRE** certification)

Grant Program (circle applicable grant program):  
ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grantee/Organization Name (hereafter referred to as the "Entity"): McLean County

Address: 104 W. Front Street  
Bloomington, Illinois 61702

Contact Person:

Telephone #: Fax #: E-mail address:

Grant Number/Contract Name: #602174 Domestic Violence Multi-Disciplinary Team Program

**Certification Statement:**

I, Michael F. Sweeney [County Board Chairman], certify to the following statements:

- Entity is in compliance with all applicable local, state and federal civil rights laws, regulations and guidelines, including but not limited to those listed in the Interagency Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above.
- No person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this grant(s)/contract(s) on the basis of race, color, age, religion, national origin, disability, or sex.
- Entity is in compliance with the following federal guidance materials regarding the provision of meaningful access to services and programs to persons with limited English proficiency (LEP): Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472).

(Additional information regarding LEP requirements may be found at: <http://www.ojp.usdoj.gov/ocr/lep.htm>)

In addition, I certify that in the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Entity, or any subgrantee or contractor of the Entity, the Entity will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

**Check the following item(s) that apply:**

THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD **NO FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS

THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD **FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You **MUST** attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)

All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached

Michael F. Sweeney, County Board Chairman

[Signature of County Board Chairman]

[Title]

[Date]

- Circle the grant program that the grant is funded under.
- Enter the grant number and amount, the name of the grantee/organization, the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions regarding the EEOP.)

COMPLETE ONLY ONE OF THE FOLLOWING SECTIONS, SECTION A OR B

- SECTION A: Some grantees are not required to develop an EEOP. If one or more of the checkboxes in Section A apply to your organization, then your organization is exempt from the EEOP requirement and IS NOT required to develop an EEOP. If this is the case, please print the name of the individual authorized to certify to this fact, check the box(es) that apply to your organization and sign the certification.

OR

- SECTION B: If your organization is a covered entity type (state or local **unit of government**, or for-profit entity), has 50 or more employees and receives a single grant of \$25,000 or more, your organization is required to have an EEOP on file that is current and that can be reviewed by outside individuals.
  - Print the name of the responsible individual who is certifying that an EEOP is required and on file, the name of the entity and the location/address of the office where the EEOP is on file.
  - Sign the certification.
  - If an entity receives a single grant of \$500,000 or more, or, over a period of 18 months, receives several grants totaling \$1,000,000 or more, the entity must submit a copy of the EEOP to the Authority. The Authority will then forward the EEOP to the federal Office of Civil Rights for review and approval.

**CIVIL RIGHTS COMPLIANCE CERTIFICATION INSTRUCTIONS**

- Circle the grant program that the grant is funded under.
- Enter the name of the grantee/organization, the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions regarding civil rights compliance.)
- CERTIFICATION STATEMENT: The entity needs to certify that it is in compliance with all local, state and federal civil rights laws, regulations and guidelines as listed in the Interagency Agreement. The entity also needs to certify if it has or has not had any findings of discrimination within the past 5 years.
  - Print the name of the responsible official who is certifying to compliance and the name of the entity.
  - If your organization has had no findings of discrimination within the past 5 years, please check the first box. If your organization has had any findings of discrimination within the past 5 years, please check the second box. Attach a copy of all findings made within the past 5 years that have not already been submitted to the Authority. **If your organization has already submitted all current findings to the Authority, check the box indicating that; there is no need to resubmit them to the Authority.**
  - Sign the certification.

**PROGRAM TITLE:** Domestic Violence Multi-Disciplinary Team Program  
**AGREEMENT NUMBER:** 602174  
**PREVIOUS AGREEMENT NUMBER(S):** 601174  
**ESTIMATED START DATE:** September 1, 2005  
**SOURCES OF PROGRAM FUNDING:**  
*Violence Against Women Act (FFY02) Funds* \$ 65,462.00  
*Matching Funds:* \$ 21,821.00  
*Over-Matching Funds:* \$ 13,416.00  
**Total:** \$ 100,699.00

**IMPLEMENTING AGENCY:** McLean County on behalf of McLean County Court Services  
**ADDRESS:** 104 W. Front St. Room 103  
Bloomington IL. 61702  
**FEDERAL EMPLOYER IDENTIFICATION NUMBER:** 37-6001569  
**AUTHORIZED OFFICIAL:** Michael F. Sweeney  
**TITLE:** McLean County Board Chairman  
**TELEPHONE:** 309-888-5110  
**PROGRAM FINANCIAL OFFICER:** Rebecca McNeil  
**TITLE:** McLean County Treasurer  
**TELEPHONE:** 309-888-5180

**PROGRAM AGENCY:** McLean County Court Services  
**ADDRESS:** 104 W. Front St.  
Box 2400, Room 103  
Bloomington, IL. 61702  
**PROGRAM DIRECTOR:** Roxanne K. Castleman  
**TITLE:** Director  
**TELEPHONE:** 309-888-5361  
**E-MAIL:** [Roxanne.castleman@mcleancountyl.gov](mailto:Roxanne.castleman@mcleancountyl.gov)

**FISCAL CONTACT PERSON:** Roxanne K. Castleman  
**AGENCY:** McLean County Court Services  
**TITLE:** Director  
**TELEPHONE:** 309-888-5361  
**FAX:** 309-8885434  
**E-MAIL:** [Roxanne.castleman@mcleancountyl.gov](mailto:Roxanne.castleman@mcleancountyl.gov)

**PROGRAM CONTACT PERSON:** Dallas M. Lyle  
**TITLE:** Deputy Director  
**TELEPHONE:** 309-888-5360  
**FAX:** 309-888-5434  
**E-MAIL:** [dallas.lyle@mcleancountyl.gov](mailto:dallas.lyle@mcleancountyl.gov)

INTERAGENCY AGREEMENT

Violence Against Women Act of 1994 Programs

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and McLean County on behalf of the McLean County Court Services, hereinafter referred to as the "Implementing Agency," with its principal offices at 104 W. Front Street, P.O. Box 2400, Room 103, Bloomington, Illinois 61702, for implementation of the Domestic Violence Multi-Disciplinary Team Program.

**WHEREAS**, Section 7(k) of the Illinois Criminal Justice Information Act (20 ILCS 3930/7(k)) establishes the Authority as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds;" and

**WHEREAS**, pursuant to the Violence Against Women Act of 1994, the Authority has been designated as the State agency responsible for administering this program; and

**WHEREAS**, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Violence Against Women Act of 1994 and enters into interagency agreements with state agencies, units of local government and nonprofit, nongovernmental victim service programs for the use of these federal funds; and

**WHEREAS**, pursuant to the Violence Against Women Act of 1994, the Authority named the following program areas as priorities of S.T.O.P. Violence Against Women in Illinois, Illinois' implementation plan for the Violence Against Women Act of 1994 grant program for federal fiscal year 2002:

- Training law enforcement officers, judges, other court personnel, and prosecutors to more effectively identify and respond to violent crimes against women, including the crimes of sexual assault, domestic violence, and dating violence.
- Developing and implementing more effective police, court, and prosecution policies, protocols, orders, and services devoted to preventing, identifying, and responding to violent crimes against women, including sexual assault and domestic violence.
- Developing, installing, or expanding data collection and communication systems, including computerized systems linking police, prosecution, and the courts or for the purpose of identifying and tracking arrests, protection orders, violations of protection orders, prosecutions, and convictions for violent crimes against women, including the crimes of sexual assault and domestic violence, including the reporting of such information to the National Instant Criminal Background Check system.
- Developing, enlarging, or strengthening victim services programs, including sexual assault, domestic violence, and dating violence programs; developing or improving the delivery of victims services to underserved populations; providing specialize domestic violence court advocates in courts where a significant number of protection orders are granted; and increasing reporting and reducing attrition rates for cases involving violent crimes against women, including sexual assault and domestic violence.

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

- Training of sexual assault forensic medical personnel examiners in the collection and preservation of evidence, and analysis, prevention, and providing expert testimony and treatment of trauma related to sexual assault.

WHEREAS, the Authority designated the Implementing Agency to receive funds for the purpose of implementing a program to address one of the named areas.

NOW, THEREFORE, BE IT AGREED by and between the Illinois Criminal Justice Information Authority and the Implementing Agency as follows:

### SECTION 1. DEFINITIONS

"Program": means a plan set out in a Program Description that identifies issues related to combatting violent crimes against women and that contains a statement of objectives, strategies for achieving those objectives, and a method for assessing the effectiveness of those strategies.

### SECTION 2. ELIGIBILITY FOR FUNDING

The Implementing Agency acknowledges that to be considered a victim services program eligible for Violence Against Women Act (VAWA) funding, it must adhere to the following criteria:

- Victim services programs must have, as one of their primary purposes, to provide services to victims of domestic violence, sexual assault, dating violence, or stalking.
- Victim services programs must reflect (e.g., through mission statements, training for all staff) an understanding that the violence perpetrated against victims is grounded in an abuse of power by offenders, reinforced through intimidation and coercion, sanctioned by traditional societal and cultural norms, and supported by the legal system's historically discriminatory response to domestic violence, sexual assault, and stalking crimes.
- Victim services programs must address a demonstrated need in their communities by providing services that promote the integrity and self sufficiency of victims, improve their access to resources, and create options for victims seeking safety from perpetrator violence.
- Victim services programs must not engage in activities that compromise victim safety.
- Victim services programs must consult and coordinate with nonprofit, nongovernmental victim services programs, including sexual assault and domestic violence victim services programs.

### SECTION 3. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from September 1, 2005 through August 31, 2006.

However, no funds will flow under this agreement for the period of January 1, 2006 through August 31, 2006, unless and until the State of Illinois receives written approval of an extension to the funding period for the Violence Against Women Act Formula Grant Program (02-WF-BX-0021) from the Department of Justice that covers that period, and the Executive Director of the Authority approves funding for that period. If the State of Illinois does not receive such an extension, this agreement is subject to termination.

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

Costs incurred before the execution date of this agreement may be charged to this agreement if included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

#### **SECTION 4. COMMENCEMENT OF PERFORMANCE**

If performance has not commenced within 60 days of the starting date of this agreement, the Implementing Agency agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Implementing Agency agrees to submit a second letter to the Authority explaining the implementation delay. The Authority may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Implementing Agency agrees to notify the Authority in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Authority may, at its discretion, reduce the amount of federal funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Authority will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Implementing Agency and not expended as of that date shall be repaid to the Authority upon notification by the Authority.

#### **SECTION 5. PROGRAM DESCRIPTION AND BUDGET**

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

#### **SECTION 6. PAYMENT**

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in Section 10 of this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and may be required to submit supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable state and federal laws and the terms and conditions of this agreement.

The maximum amount of federal funds payable under this agreement is \$65,462, and is dependent on the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of program funds into a bank account in the name of the Implementing Agency, either depositing such funds into an account separate from any of its other bank accounts or treating such funds as a separate line item per its budget and audited financial statements. Federal funds shall be immediately deposited into such bank account.

#### **SECTION 7. MATCH**

Federal funds from the Violence Against Woman Act of 1994 may be used to pay up to 75 percent of the program costs of the program described in Exhibit A. The Implementing Agency must provide non-federal funding for at least 25 percent of the program costs of the program described in Exhibit A.

Failure of the Implementing Agency to apply non-federal financial support to the program described in Exhibit A in the amount of at least 25 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, the Implementing Agency shall apply non-federal financial support to the program, as described in Exhibit B.

#### **SECTION 8. OBLIGATIONAL LIMITATION**

Payment under this agreement is subject to passage of a suitable and sufficient appropriation by the Illinois General Assembly. Obligations of the State of Illinois will cease immediately without penalty of further payment being required in any fiscal year should the actions of the General Assembly or any applicable funding source result in the failure to appropriate or otherwise make available sufficient funds for this agreement.

#### **SECTION 9. NON-SUPPLANTATION**

The Implementing Agency certifies that Federal funds made available under this agreement will not be used to supplant (replace) nonfederal funds, but will be used to supplement nonfederal funds that would otherwise be available to the Implementing Agency for the types of activities that would be eligible for funding under the Violence Against Women Act of 1994.

#### **SECTION 10. REPORTING AND EVALUATION REQUIREMENTS**

Unless another reporting schedule has been required or approved by the Authority, the Implementing Agency shall submit the following reports to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, by the 15th day of each month following the previous quarter:

- progress reports for the preceding quarter relevant to the performance indicators listed in Exhibit A;
- fiscal reports detailing financial expenditures for the previous quarter; and
- any other reports specified by the Authority.

The Implementing Agency is further required to submit a final financial status report following termination of the program, the content and form of which will be determined by the Executive Director of the Authority.

The Implementing Agency agrees to cooperate with Authority or federally funded assessments, evaluations, or information or data collection requests, that are related to the program activities described in Exhibit A. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

## **SECTION 11. PROGRAM INCOME**

All income generated as a direct result of the program described in Exhibit A shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. The Federal proportion of program income must be accounted for up to the same ratio of Federal participation as funded in the program. Program income may be retained by the Implementing Agency for any purpose that furthers the objectives of the Violence Against Women Act of 1994. Implementing Agency shall report and account for such program income as required by the Authority.

## **SECTION 12. MAINTENANCE OF RECORDS**

The Implementing Agency agrees to maintain records which document activity reported to the Authority pursuant to Section 10 of this agreement. Such records shall be accessible to the Authority for monitoring purposes no more than 10 days following a request that such records be produced by the Implementing Agency. Inability of the Implementing Agency to produce such records or failure to produce such records shall be cause for suspension or termination of this agreement.

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Records shall be maintained beyond the 3-year period if an audit or review is in progress or the findings of a completed audit or review have not been resolved satisfactorily. If either of these two preceding conditions occurs, then records shall be retained until the audit or review is completed or matters at issue are resolved satisfactorily.

## **SECTION 13. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS, CONFLICT OF INTEREST**

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practical, open and free competition. The Implementing Agency must use procurement procedures that minimally adhere to all applicable laws, executive orders and federal guidelines. The Implementing Agency shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

The Implementing Agency shall follow its established procurement process if it minimally adheres to applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of \$100,000 or less, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All RFPs over \$100,000, that involve the use of federal or matching funds, must be submitted by the Implementing Agency to the Authority for review and written approval prior to their issuance. In addition, the Authority reserves the right to request that any RFP or IFB, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its issuance.

As required by the Authority, the Implementing Agency shall submit documentation regarding its procurement procedures and grant-funded purchases for Authority review and approval, to assure adherence to applicable federal guidelines.

The Implementing Agency agrees to comply with the provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all applicable terms, conditions and provisions of the code apply to this agreement and are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

#### **SECTION 14. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT**

The Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Agency solicits or intends to solicit for employment any of the Authority's employees during any part of the award funding process or during the term of any interagency agreement awarded.

#### **SECTION 15. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES**

The Implementing Agency shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Implementing Agency to verify that persons employed by the Implementing Agency are eligible to work in the United States.

#### **SECTION 16. INSPECTION AND AUDIT**

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits shall be made in accordance with the General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after the close of the Implementing Agency's audit period.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State,

and local law enforcement officials.

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in Section 10 and all other program activity.

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

#### SECTION 17. CLOSE-OUT REQUIREMENTS

Within 45 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by the Authority.

#### SECTION 18. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION

If the Implementing Agency undertakes *new activities related to the use of federal grant or matching funds in connection with the program* that include one or more of the activities listed below, the Implementing Agency shall assist the Authority and the U.S. Department of Justice, Office on Violence Against Women (OVW), in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements, including but not limited to those listed in Sections 19 and 20 of this agreement.

The Implementing Agency acknowledges that this section applies to *new activities whether or not they are being specifically funded with federal grant or matching funds, in connection with the program*. As long as the new activity is being conducted by the Implementing Agency, or any subgrantee, subcontractor, or any third party, and the *new activity needs to be undertaken in order to use the federal grant or matching funds in connection with the program*, the terms of this section must be met.

Prior to obligating federal grant or matching funds in connection with the program, the Implementing Agency must determine if any of the following activities will be related to the use of such federal grant or matching funds. The Implementing Agency must notify the Authority in writing if it will be conducting any of the following activities, when the activity is undertaken in order to use, or is funded with, federal grant or matching funds in connection with the program:

- New construction.
- Minor renovation or remodeling of a property either (a) listed or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
- A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size.
- Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

For existing and continuing programs or activities that will be funded with federal grant or matching funds through the Authority, upon request by the Authority as directed by OVW, the Implementing Agency shall cooperate with OVW in any preparation by OVW of a national or program environmental assessment of that funded program or activity.

## SECTION 19. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE CERTIFICATION

If the Implementing Agency is considering renovation work that would alter or otherwise improve the exterior or interior of a structure that will be used to accommodate the grant program, the Implementing Agency certifies it shall assist the Authority and OVW in complying with the National Historic Preservation Act (NHPA).

The Implementing Agency must establish and maintain records to determine if the structure is 50 years or older. If any portion of the structure is 50 years or older, the Implementing Agency shall contact the Authority. The Implementing Agency shall provide the Authority with any information needed to comply with NHPA. This may include assisting the Authority and OVW in consulting with the State Historic Preservation Office and amending the proposed renovation to avoid any potential adverse impact to an historic structure. The Implementing Agency cannot begin the proposed renovation of a structure 50 years or older until the Implementing Agency receives written approval from the Authority.

The Implementing Agency acknowledges that this section applies to proposed renovation work whether or not it is being specifically funded with federal grant or matching funds. As long as the proposed renovation is being conducted by the Implementing Agency or any third party to accommodate the use of the federal grant or matching funds, the Implementing Agency must assist the Authority and OVW in complying with the NHPA.

If the records established and maintained by the Implementing Agency clearly document that the structure is less than 50 years old, the Implementing Agency must submit these documents to the Authority to receive approval for the proposed renovation being exempt from the NHPA.

## SECTION 20. IMPLEMENTING AGENCY COMPLIANCE

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:

- Those laws, regulations and guidelines specified in Sections 21 and 27 of this agreement.
- The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement).
- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; and Environmental Protection Agency regulations (40 CFR Chapter 1).
- National Historic Preservation Act of 1966, as amended, 16 U.S.C. pars. 470 et seq.; Executive Order 11593.

- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738.
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; and Protection of Historic Properties regulations (36 CFR Part 800).
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

#### **SECTION 21. NONDISCRIMINATION**

The Implementing Agency certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. The Implementing Agency agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5).

The Implementing Agency assures compliance with the following laws, and all associated rules and regulations:

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);

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- Title VI of the Civil Rights Act of 1964, as amended;
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472);
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.

All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

In the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

The Implementing Agency certifies that it shall not pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates, and that it shall comply with all provisions of the Discriminatory Club Act (775 ILCS 25).

## **SECTION 22. CONFIDENTIALITY OF INFORMATION**

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and the Violence Against Women Act of 1994. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

## **SECTION 23. ASSIGNMENT**

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The Implementing Agency shall make no assignment or transfer of this agreement, any subcontracts funded under this agreement, or any funds due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

#### **SECTION 24. SUBCONTRACTING**

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts over \$100,000 that are funded with federal or matching funds must be submitted by the Implementing Agency for Authority review and approval prior to their effective dates and execution by the Implementing Agency. In addition, the Authority reserves the right to require that any subcontract funded with federal or matching funds, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its effective date and execution by the Implementing Agency.

As required by the Authority, the Implementing Agency shall submit documentation regarding contracts to be funded with federal or matching funds for Authority review and approval, to assure adherence to applicable federal guidelines.

Approval of the use of subcontractors by the Authority does not relieve the Implementing Agency of its obligation to assure performance under this agreement.

#### **SECTION 25. INDEPENDENT CONTRACTOR**

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

#### **SECTION 26. EXHIBITS, AMENDMENTS**

The documents appended are made a part of this agreement, as exhibits and amendments as the case may be. Any amendment to this agreement must be signed by the parties to be effective. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits and amendments.

#### **SECTION 27. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT**

The Implementing Agency shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: Title I of the Omnibus Crime Control and Safe Streets

Act of 1968, as amended, the Violence Against Women Act of 1994, as amended, the Department of Justice Program Guidelines for the STOP Violence Against Women Formula and Discretionary Grants Program (Grants to Combat Violent Crimes Against Women) (28 CFR 90 et seq., effective April 18, 1995), Violence Against Women Formula Grants Program Fiscal Year 2002 Application and Program Guidelines, Office of Justice Programs' Financial Guide, Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133, Illinois Grant Funds Recovery Act (30 ILCS 705), Illinois Procurement Code (30 ILCS 500), State Comptroller Act (15 ILCS 405), U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20), U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22), U.S. Department of Justice Regulations Governing Protection of Human Subjects (28 CFR Part 46), U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67) and the rules of the Authority (20 Ill. Adm. Code 1520).

The Executive Director of the Authority, in accordance with the Authority's Operating Procedures for the Administration of Federal Funds, may suspend or terminate performance of this agreement for nonconformance with any State or federal law or regulation, with such guidelines as specified in this section, or with the terms or conditions of this agreement.

#### **SECTION 28. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE**

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Implementing Agency certifies that it has not been barred from contracting with any unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

#### **SECTION 29. CERTIFICATION REGARDING LOBBYING.**

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. If receiving more than \$100,000 pursuant to this agreement, the Implementing Agency agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, the Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

#### **SECTION 30. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION**

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

#### **SECTION 31. DRUG FREE WORKPLACE CERTIFICATION**

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance program; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.

- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

### **SECTION 32. STATEMENTS, PRESS RELEASES, ETC.**

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the Implementing Agency shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

### **SECTION 33. COPYRIGHTS, PATENTS**

If this agreement results in a copyright, the Authority and OVW reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

### **SECTION 34. PUBLICATIONS**

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with VAWA funds, no later than 60 days prior to its printing.

For publications over 20 pages, the Authority will submit comments to the Implementing Agency no later than 30 days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 30-day review period.

For publications of 20 pages or less, the Authority will submit comments to the Implementing Agency no later than 10 working days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 10-day review period.

The Authority reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication, that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with VAWA funds, no later than 20 days prior to release of the final publication.

Exceptions to the above publication requirements may be granted upon prior Authority approval.

Any such publication shall contain the following statement:

"This project was supported by Grant # 2002-WF-BX-0021, awarded by the Office on Violence Against Women, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

### SECTION 35. FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and legal status listed below are correct:

Name: McLean County

#### Taxpayer Identification Number:

Employer Identification Number 37-6001569

*(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

#### Legal Status:

- |   |                                     |  |
|---|-------------------------------------|--|
| <input type="checkbox"/> Individual   | <input checked="" type="checkbox"/> | Government Entity                                  |
| <input type="checkbox"/> Owner of Sole Proprietorship   | <input type="checkbox"/>            | Nonresident alien individual                       |
| <input type="checkbox"/> Partnership  | <input type="checkbox"/>            | Estate or legal trust                              |
| <input type="checkbox"/> Tax-exempt hospital or extended care facility                            | <input type="checkbox"/>            | Foreign corporation, partnership, estate, or trust |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services     | <input type="checkbox"/>            | Other: _____                                       |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services |                                     |  |

### SECTION 36. FEDERAL GRANT INFORMATION

By signing this agreement, the Implementing Agency acknowledges that it has been informed of the following information regarding the federal funds received under this agreement:

- Federal Awarding Agency: Office of Justice Programs, Office on Violence Against Women
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.588 Violence Against Women Formula Grants
- Grant Award Name and Number: Violence Against Woman Formula Grants Program (2002-WF-BX-0021)

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- Grant Award Year: Federal Fiscal Year 2002

#### **SECTION 37. DISPOSITION REPORTING**

The Implementing Agency certifies that it is in compliance with the reporting provisions of the Criminal Identification Act (20 ILCS 2630), when applicable, and agrees to cooperate with the Authority and other parties in the implementation of the State's Criminal Records Improvement Plan, developed by the Authority pursuant to federal law.

#### **SECTION 38. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES**

If the program described in Exhibit A is subject to requirements of the Criminal Intelligence System Operating Policies, 28 CFR Part 23, the Implementing Agency certifies to the Authority that the program shall conform with the operating policies set forth in 28 CFR Part 23.20 and meets funding criteria set forth in 28 CFR Part 23.30. If the program is subject to these requirements, the Implementing Agency shall cooperate with specialized monitoring and auditing of the program as may be required by 28 CFR Part 23.40(a), and shall comply with operating policies required by 28 CFR Part 23.40(b).

#### **SECTION 39. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT**

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

#### **SECTION 40. INTEGRATION**

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

#### **SECTION 41. SEVERABILITY**

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

#### **SECTION 42. CONFIDENTIALITY REQUIREMENTS**

OVW may issue confidentiality policies or guidelines that grantees must adhere to as a condition for the receipt of VAWA funds. The Implementing Agency shall comply with any of these policies or guidelines as a condition for the receipt of VAWA funds.

#### **SECTION 43. EQUIPMENT AND COMMODITY REQUIREMENTS**

If, for an item of equipment described in Exhibit B to be funded with either federal or matching funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

- A. Reduce the amount of federal funding;
- B. Cancel this agreement;
- C. Allow the Implementing Agency to reallocate the federal or matching funds that were allocated for such equipment to other allowable, Authority approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

Equipment purchased using federal or matching funds shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

To the greatest extent practicable, all equipment and commodities purchased with federal and matching funds should be American-made.

#### SECTION 43.1 SPECIAL CONDITIONS

Funding for the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers #602170, 602171, 602172, 601173, 602174) is conditioned upon adherence to the following special conditions by all funded partner agencies, including McLean County State's Attorney's Office, McLean County Sheriff's Department, McLean County Court Services, Bloomington Police Department, and Mid Central Community Action, Inc.

1. No funds will flow for the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers #602170, 602171, 602172, 601173, 602174), including funds for initial cash requests, advance quarterly payments or quarterly reimbursements, until all required data and fiscal reports from all funded partner agencies, including McLean County State's Attorney's Office, McLean County Sheriff's Department, McLean County Court Services, Bloomington Police Department, and Mid Central Community Action, Inc., are received by the Authority.
2. The Multidisciplinary Team Response Protocol for McLean County shall be submitted to the Authority no later than 6 months after the start date of this agreement.
3. On at least an annual basis, the chief executive officers of all funded partner agencies, or their designees, shall:
  - Review the Multidisciplinary Team Response Protocol;
  - Notify the Authority as to any revisions made to the protocol; and
  - Provide a copy of any protocol revisions to the Authority.
4. On at least a quarterly basis, chief executive officers of all funded partner agencies, or their designees, shall meet regarding issues about the development and implementation of the Multidisciplinary Team Response Protocol.
5. On at least a monthly basis, persons in positions funded through the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers #602170, 602171, 602172, 601173, 602174) shall meet regarding

domestic violence case statuses.

6. Law enforcement funded partners, including McLean County Sheriff's Department and the Bloomington Police Department, shall use a uniform domestic violence law enforcement report form, and encourage non-funded law enforcement agencies in McLean County to use the uniform report form.
7. If any grant-funded position is vacant for more than:
  - 30 days, the Implementing Agency must report by letter to the Authority the reasons for the vacancy, the steps the Implementing Agency is taking to fill the position, the date the Implementing Agency expects the position to be filled, and an explanation as to how services will be provided during the vacancy.
  - 60 days, the Implementing Agency must report by letter to the Authority the steps the Implementing Agency has taken, and will take, to fill the position; the date the Implementing Agency expects the position to be filled; and an explanation as to how services have been, and will continue to be, provided during the vacancy.
  - 90 days, the Implementing Agency must submit a written justification for continued funding to the Authority. Upon review of this justification, the Authority may, in its discretion, reduce the amount of federal funds awarded and/or terminate this agreement.

**SECTION 44. ACCEPTANCE**

The terms of this interagency agreement are hereby accepted and executed by the proper officers and officials of the parties hereto:

\_\_\_\_\_  
Lori G. Levin  
Executive Director  
Illinois Criminal Justice Information Authority  
Date

\_\_\_\_\_  
Michael F. Sweeney  
County Board Chairman  
McLean County  
Date

\_\_\_\_\_  
Rebecca McNeil  
Treasurer  
McLean County  
Date

\_\_\_\_\_  
Roxanne K. Castleman  
McLean County Court Services Director  
McLean County  
Date

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

## PROPOSAL NARRATIVE

Please respond to each of the items in the following sections. The answers to these questions will be your proposal.

### PART I: DESCRIPTION OF PARTNERSHIP

Please provide a *brief* description of your Multi-disciplinary Team, its members, and how it works. Describe both funded and un-funded partners.

Our MDT is comprised of funded and non-funded partners. Our funded partners are McLean County State's Attorney's Office, McLean County Sheriff's Office, McLean County Adult Court Services, Bloomington Police Department, and Mid-Central Community Action's "Countering Domestic Violence" program. The unfunded partners include Normal Police Department, McLean County Domestic Violence Task Force, Children's Advocacy Center, Collaborative Solutions Institute, PATH, Chestnut Health Systems, BroMenn Hospital, Eleventh Judicial Circuit Family Violence Coordinating Council, Corporate Alliance to End Partner Violence, and Western Avenue Community Center. We have added a new unfunded partner in the Children's Foundation. Our team members meet monthly to discuss any issues, problematic cases, new trainings and any other relevant topics. We have also discussed the adoption of a uniform lethality assessment tool.

Please explain your progress towards evidence-based prosecution or any extensive changes made if your MDT already has one.

The McLean County State's Attorney's Office has been using evidence-based prosecution for several years and look for every possible opportunity to use this tool. The Office uses handwritten statements, recorded statements, statements to medical providers, excited utterances, photographs and independent witnesses in an attempt to gain convictions in the absence of a cooperative victim or if victim safety requires. With this grant, we have been able to better coordinate our response to domestic violence cases and how evidence is collected. Through this improved coordination we have improved the quality of the evidence collected and improved our abilities to use evidence-based prosecution, which allows victims to be protected and offenders to be held accountable.

Please explain your progress towards a "No Drop" policy or any extensive changes made if your MDT already has one.

The Mclean County State's Attorney's Office has employed a "No Drop" policy for several years and continue to do so. Once charges are filed, the office proceeds with the prosecution regardless of victim cooperation using the techniques described in our evidence-based prosecution policy.

Please explain your progress towards a no dual arrest policy or any extensive changes made if

your MDT already has one.

The McLean County Sheriff's Department's domestic violence protocol does not specifically address dual arrests. During roll call training with the Sheriff's Office the State's Attorney's Office has discussed dual arrests and has trained officers in how to determine who is the primary aggressor in these types of situations. The Bloomington Police Department's domestic violence protocol discourages dual arrest and requires a thorough investigation to determine the predominant aggressor. This issue was also reviewed with Bloomington during roll call trainings conducted by the State's Attorney's Office. The Normal Police Department's domestic violence protocol does not specifically address dual arrests, but the issue was discussed during roll call training conducted by the State's Attorney's Office. This is a matter that is being discussed by the Steering Committee in their quarterly meetings for the development of a uniform domestic violence protocol.

Please explain your progress towards a uniform Domestic Violence Protocol or any extensive changes made if your MDT already has one.

In 1997, the McLean County State's Attorney's Office, McLean County Sheriff's Department, Bloomington Police Department and the Normal Police Department collaborated with treatment providers, victims' services, the McLean County Domestic Violence Task Force and the Family Violence Coordinating Council to develop and implement coordinated domestic violence protocols. These protocols remain in place and are still being followed. The Steering Committee has been meeting and discussing these protocols to develop a uniform Domestic Violence Protocol that will be adopted by all partners.

Please describe you MDTs relationship with the Family Violence Coordinating Council.

The Family Violence Coordinating Council is a non-funded member of MDT and are active participants in our monthly meetings and training opportunities. Our project coordinator, Jodi Ellsworth, MDT members and the FVCC's Coordinator, Sara Wilham, are currently working on a training opportunity for the local public schools. The Family Violence Coordinating Council also makes all MDT members aware of trainings that are available through the Family Violence Coordinating Council or other agencies. MDT members also attend any meetings held by the Family Coordinating Council and keep the Council informed of the progress made under the grant.

Please describe your progress towards the use of a uniform lethality assessment tool for domestic violence or any extensive changes made if your MDT already has one.

The MDT members have discussed numerous lethality assessment tools. The MDT members are currently engaged in the process of selecting a uniform lethality assessment tool and scheduling the required training for the chosen tool.

## PART II. DESCRIPTION OF JURISDICTION

Please provide a short description of the jurisdiction this project serves, including information on region, population served, any special characteristic or issues.

McLean County is located in Central Illinois, approximately halfway between Chicago and St. Louis on Highway I-55. The principal municipalities in McLean County are Bloomington and Normal. McLean County covers the largest geographical area of any county in the State of Illinois and is the thirteenth largest county, in population, in Illinois. For purposes of the Illinois Criminal Justice Information Authority, McLean County has been characterized as an urban county. We have approximately 150,000 people, consisting of approximately 6% who are African-American and a rapidly growing Hispanic population. The population of McLean County has been increasing at a rate of approximately 1% per year. It is believed that this growth characteristic is unique for Illinois counties outside of certain collar counties around Cook County.

## PART III: PROBLEM STATEMENT

Please explain the domestic violence issues you are addressing through the MDT.

McLean County and its many organizations have long been in the forefront in attempting to address the issue of domestic violence. Despite our previous efforts many areas of concern remain:

- Continuation of intergenerational cycle of abuse within our community.
  - Many children witness or are subject to domestic violence and are trapped in the environment as a result of the victim, usually the mother, not taking steps to remove herself or her children from the household. As a result those children often grow-up believing domestic violence is an acceptable if not standard occurrence in life.
- Victims that have not received services – no outreach for them so they remain silent and the abuse continues.
  - Many victims are not aware of, or do not participate in services which are available in our community. This occurs, in part, because of a lack of understanding of the programs available and fear of the unknown. As a result the victim remains in the abusive relationship because she feels trapped.
- Rapidly growing Spanish-speaking population that are not receiving treatment and services due to a language barrier and lack of available personnel.
  - Due to a language barrier, information regarding available services or the actual service may not be available because of a lack of personnel that speak Spanish.
- The elderly continue to suffer as a silent population because of lack of manpower to conduct aggressive follow-up in cases.
  - The elderly may be among the most vulnerable victims of domestic violence. Because of a sense of embarrassment or dependency on their abuser, domestic abuser of the elderly often goes unreported.

- Holding the offender accountable for their actions.
  - There is a lack of available resources to ensure that each offender successfully completes treatment. The review hearing process has improved compliance rates and completion in a timely manner. The funding of probation officers in McLean County Adult Court Services helps to ensure close monitoring for offenders. In addition, coordination among the partners has helped to build strong cases that can be used for evidence-based prosecution.
- Victims that are hostile to the prosecution process.
  - A lack of understanding or fear of the court system cause many domestic violence victims to fail to follow through with the prosecution process. A quicker response from victim services and a coordinated effort from law enforcement and the State's Attorney's office can increase victim understanding and reduce the fear of the court system.
- Lack of community education or awareness.
  - The MDT members have coordinated their efforts to participate in many community events and training opportunities. By combining resources and personnel, the MDT is able to reach a greater number in the community and to educate them regarding the issues of domestic violence and the resources available.
- Need for education of a new generation of police officers in domestic violence issues.
  - The State's Attorney's Office and the project coordinator have conducted roll call trainings at the Bloomington Police Department, Normal Police Department and the McLean County Sheriff's Department. These trainings allow new officers to be informed of the unique issues and challenges that are faced in domestic violence cases and to be informed of what evidence is needed for successful prosecutions, including evidence-based prosecutions

The table below is included to help your jurisdiction identify potential areas in need of improvement. If this information is not easily accessible within your agency, both county and municipal level data for Index offenses, and county level data for domestic offenses are available in the publication, *Crime in Illinois* produced by the Illinois State Police (ISP). This publication may be downloaded from the ISP web site: <http://www.isp.state.il.us/>. If you need municipal level data for domestic offense rates or other assistance obtaining any of this information, you may contact the Authority's Research & Analysis Unit at 312/793.8550.

**2001-2003**

Jurisdiction(s) served by your agency	Domestic-Related Arrest			Domestic Violence Prosecution			Numbers of Emergency Orders of Protection		
	2001	2002	2003	2001	2002	2003	2001	2002	2003
McLean County	598	532	531	734	609	578	124	92	74

Jurisdiction(s) served by your agency	Number of clients victim services agency has assisted with Orders of Protection			Number of domestic violence offenders sentenced to probation			Number of domestic violence offenders sentenced to treatment/counseling		
	2001	2002	2003	2001	2002	2003	2001	2002	2003
McLean County	200	180	146	451	344	291	375	290	245

Please describe any gaps in the data requested.

The data provided from Countering Domestic Violence regarding the number of victims assisted with orders of Protection from 2000-2002 reflects ONLY victims who were made Countering Domestic Violence clients. Because the InfoNet data system only tracks client information, the Countering Domestic Violence intake process is now completed for every victim receiving legal advocacy and criminal justice advocacy services—unless their identified partner is already a client. This new procedure took effect October 2003 and will be utilized in the Protocol Grant to provide accurate comprehensive data.

The data included in the “sentenced to treatment” category is currently gathered from a free-text field. In order to gather accurate numbers under our current system, the files would have to be hand searched. We are improving that system of data collection under this grant by utilizing scantron forms that are read optically and fed into the database.

#### PART IV: REVIEW OF GOALS AND OBJECTIVES

Goals and objectives were created for this program during your past period of performance. A data report was also developed that gathered quantifiable information on the activities of your MDT. Use these items to indicate your performance of your goals and objectives from the grant period that began in 2004 and ended in 2005.

##### Goal 1: Build the multidisciplinary team

Objective	Status
Hire all multidisciplinary team staff by the end of month one	Status: All staff was hired by the agreed date
Procure Necessary equipment for the team by the end of month two	Status: All equipment was purchased or on order by the end of month two
Complete necessary training of team staff by the end of month six	Status: All team staff completed necessary team training including the victims services training course
Develop standards for case assignment to team staff by month three	Status: Standards for case assignments were
Hire all multidisciplinary team staff by the end of month one	Status: All staff was hired by the agreed date

**Goal 2: Track all domestic violence cases through the system to monitor progress and identify areas of improvement**

Objective	
Develop data collection method that captures domestic violence-related offenses across partner agencies within six months of project implementation	Status: Data collection methods were acquired by all of our team members by the end of month four.
Project Coordinator provides team members with analysis of compiled data each month	Status: All data is turned in every month in order to track each agencies changes from month to month as a team and discussed at the MDT monthly meetings
Conduct monthly Team reviews of the compiled data to identify gaps or areas of improvement	Status: The MDT discusses the data and specific cases and how they are handled or could be handled more smoothly.

**Goal 3: Improve communication between Multi-Disciplinary Team partners**

Objective	
Develop coordinated domestic violence Protocols within one year of project implementation	Status: We have combined all departments' protocols and have produced one protocol and are continuing to make changes and corrections to it as needed.
Team attends Family Violence Coordinating Council meetings and provides Council progress report of project activities	Status: Representatives from each department of our MDT attend the FVCC meetings regularly. We discuss our DV objectives at these meetings.
Conduct monthly Multi-Disciplinary Team meetings	Status: Monthly MDT meeting are held every month on the second Tuesday. We occasionally find that one meeting is not enough and tend to meet as a team numerous other occasions.

**Goal 4: Improve jurisdictional response to victims of domestic violence**

Objective	Performance Indicator
85 percent of all victims of domestic-related offenses reported to law enforcement will be told of victim's rights under Illinois Domestic Violence Act and be referred to the victim service agency for additional information/services	<ul style="list-style-type: none"> <li>• Number of domestic-related offenses reports to law enforcement. 1520 (L.E. section of data report)</li> <li>• Number of these reports in which victim was informed of rights. 1520 (Victim services section of data report)</li> <li>• Number of these reports in which victims were referred to victim service agency. 1411 (Victim services section of data report)</li> <li>• Narrative on status: Victims were</li> </ul>

	<p>notified of their rights in every domestic violence case in McLean County</p>
<p>85 percent of domestic- related reports to law enforcement will be submitted to victim service agency within 48 hours</p>	<ul style="list-style-type: none"> <li>• Number of victims served 1329</li> <li>• Number of victims partially served 0</li> <li>• Number of victims not served 0</li> </ul> <p>(All data found within the victim services section of data report) Narrative on status: Victims in need of services were fully served.</p>
<p>Digital photographs will be collected in 80 percent of domestic-related reports to law enforcement as needed</p>	<ul style="list-style-type: none"> <li>• Number of incident reports 1520 (L.E. section of data report)</li> <li>• Number of cases/incidents investigated 1296 (L.E. section of data report)</li> <li>• Number of domestic-related reports in which digital photographs were collected 854 (L.E. section of data report)</li> <li>• Narrative on status: Photographs were taken in 80% of all physical domestic violence cases. Cases that were verbal did not require photos to be taken.</li> </ul>
<p>90 percent of Orders of Protection filed will be entered into Leads in 24 hours of filing.</p>	<ul style="list-style-type: none"> <li>• Number of Orders of Protection requested 241</li> <li>• Number of Orders of Protection filed 228</li> </ul> <p>(Data is found in L.E., victim services and prosecution sections) Narrative on status: Orders of Protection are tracked as temporary and final OP's. We have combined the numbers of each category to achieve this total number. These numbers come from victim services and prosecution data collection</p>
<p>80 percent of domestic-related arrests will be referred for prosecution</p>	<ul style="list-style-type: none"> <li>• Number of domestic-related arrests 1520 (L.E. section of data report)</li> <li>• Number of domestic-related arrests referred for prosecution 1520 (L.E. section of data report)</li> <li>• Number of case referrals received 606 (Prosecution section of data report)</li> <li>• Narrative on status: 100% of DV arrests were referred for prosecution. All arrests are referred to prosecution 100% of the time. There are 606 Cases in which an arrest was not made but</li> </ul>

	sent up to prosecution as a referral for prosecution.
90 percent of domestic-related arrests will be reviewed for completeness and additional evidence necessary	<ul style="list-style-type: none"> <li>• Number of case referrals received 606</li> <li>• Number of cases in which charges were filed 546</li> <li>• Number of cases in which an affirmative decision was made not to file charges 60</li> <li>• Number of cases transferred to a higher or lower court 0 (All data can be found in the prosecution section of data report)</li> <li>• Narrative on status: 90% of all DV related arrests have been reviewed for completeness.</li> </ul>
85 percent of victims will receive legal advocacy services	<ul style="list-style-type: none"> <li>• Number of victims receiving legal advocacy services 235 (Victim services section of data report)</li> <li>• Number of victims assisted with Order of Protection 200 (L.E., Victim services and prosecution sections of data report)</li> <li>• Narrative on status: more than 85% of clients receiving legal advocacy were assisted with orders of protection</li> </ul>

### PART V: REVIEW OF PROGRESS

How has the development of the MDT changed the way the partner agencies interact with other criminal justice and victim service agencies?

The MDT approach to a Coordinated Community Response to Domestic Violence has helped our county to communicate more effectively and understand the jobs of other agencies in order to be more productive. Each department can communicate in a more efficient manner in order to follow through with each case with a full understanding of all of the details that go along with particular cases. MDT partners communicate from the arrest and the referral to victim services to prosecution and right down to the probation department in many cases. The MDT has opened the lines of communication between every department and has also joined numerous agencies in McLean County into a network of communication. With this new collaborative effort our community is more aware of resources and services available in McLean County.

Explain any refinements that will need to be made to the protocols.

McLean County is in the process of making continuous revisions to the universal protocol throughout the next couple of years of this grant to achieve a protocol that includes various organizations that are new to our Multi-Disciplinary Team. We are refining the wording of our protocol to ensure that they can benefit all organizations in our community.

What barriers or obstacles to implementation has the MDT encountered?

Our agencies are spread out a little more than other counties working on this VAWA project. This can mean that sharing data and producing reports can be a little more challenging. However, even with this geographic discrepancy we work together very effectively and have set some effective guidelines to aid us in our communication.

How will you address these barriers?

We are making changes to accommodate this challenge. Some of these changes include more frequent meetings with team members and more communication with the Project Coordinator regarding the happenings in each department. A more organized method of data collection will help to report our progress to the MDT more effectively.

What training has the MDT members attended and how has this affected the MDT?

The Fifth International Conference on Domestic Violence in San Diego CA gave essential information regarding Domestic Violence and how it has evolved over the past few years. The information presented at this conference has inspired our project. Our team received cross training of other disciplines which helped them to have a better understanding of other aspects of the law enforcement system. Team members were trained new and innovative ways to protect victims and to prosecute more effectively. Numerous lethality assessments were presented and taught to the team to have a better understanding of how to effectively use a lethality assessment.

Five team members attended the Coordinated Community Response Conference in Duluth MN. Through the efforts of our team members we will present the information we learned to our team as well as partner agencies in our community in December. We learned how to more effectively achieve a coordinated community response. Along with this we were presented with new and different ideas and resources in order to aid us in our effort to build an effective coordinated community response.

The Project Coordinator attended the VESSA Training in Springfield. This training was beneficial to our team because it allowed us to bring this information back to the team and inform them of this Act. It also was presented to the CAEPV board that the Project Coordinator is on in order to inform employers of this new Act and how it can help workers and their families.

The Project Coordinator and the funded Assistant State's Attorney attended the 40 Hour Victim Services Training. This was beneficial to our team by having these two team members understand the job and components of victim services.

ASA Jane Foster attended the National District Attorneys Conference at Hollings National Advisory Center. At this training prosecutors were trained on evidence based prosecution.

Along with this various methods of lethality assessments were evaluated.

What trainings do the MDT members still need?

We hope to have the entire MDT, police officers, prosecutors, victims service advocates, probation and other community members trained to use our selected Lethality Assessment Tool in the next few months.

## PART VI: GOALS AND OBJECTIVES

**Goal 1:** Improve communication between Multi-Disciplinary Team partners

Objective	Performance Indicator
➤ Review coordinated domestic violence Protocols every year of project implementation	<ul style="list-style-type: none"> <li>➤ Date coordinated domestic violence Protocols reviewed</li> <li>➤ Number of changes made to protocols</li> </ul>
➤ Team attends Family Violence Coordinating Council meetings and provides Council progress report of project activities	<ul style="list-style-type: none"> <li>➤ Number of Family Violence Coordinating Council meetings attended by project staff</li> <li>➤ Number of project progress reports provided to Council</li> </ul>
➤ Conduct monthly Multi-Disciplinary Team meetings for funded staff	➤ Number of monthly Multi-Disciplinary Team meetings conducted
➤ Conduct quarterly Multi-Disciplinary Team Steering meeting for Heads of funded agencies	➤ Number of quarterly Multi-Disciplinary Team Steering meetings conducted

**Goal 2:** Improve jurisdictional response to victims of domestic violence.

Objective	Performance Indicator
➤ 85 percent of all victims of domestic-related offenses reported to law enforcement will be told of victim's rights under Illinois Domestic Violence Act and be referred to the victim service agency for additional information/services	<ul style="list-style-type: none"> <li>➤ Number of domestic-related offenses reports to law enforcement</li> <li>➤ Number of victims informed of rights</li> <li>➤ Number of these reports in which victims were referred to victim service agency</li> </ul>
➤ 80 percent of victims that were seeking services	<ul style="list-style-type: none"> <li>➤ Number of victims served</li> <li>➤ Number of victims partially served</li> <li>➤ Number of victims not served</li> </ul>
➤ Digital photographs will be collected in 80 percent of domestic-related reports to law enforcement	<ul style="list-style-type: none"> <li>➤ Number of victims served</li> <li>➤ Number of domestic-related incident reports</li> <li>➤ Number of domestic-related cases/incidents investigated</li> <li>➤ Number of domestic-related reports in</li> </ul>

	which digital photographs were collected
➤ 80 percent of Orders of Protection filed that are granted	<ul style="list-style-type: none"> <li>➤ Number of Orders of protection requested</li> <li>➤ Number of Orders of Protection granted</li> </ul>
➤ 80 percent of domestic-related arrests will be referred for prosecution	<ul style="list-style-type: none"> <li>➤ Number of domestic-related arrests</li> <li>➤ Number of domestic-related arrests referred for prosecution</li> </ul>
➤ 90 percent of domestic-related arrests will be reviewed for completeness and additional evidence necessary	<ul style="list-style-type: none"> <li>➤ Number of domestic-related cases received</li> <li>➤ Number of domestic-related cases where charges were filed</li> <li>➤ Number of domestic-related cases in which an affirmative decision was made not to file charges</li> <li>➤ Number of cases transferred to a higher or lower court</li> </ul>
➤ 85 percent of victims will receive legal advocacy services	<ul style="list-style-type: none"> <li>➤ Number of victims receiving legal advocacy services</li> <li>➤ Number of victims assisted with Order of Protection</li> </ul>
➤ 40 percent of cases charged as felonies	<ul style="list-style-type: none"> <li>➤ Number of misdemeanor charges</li> <li>➤ Number of felony charges</li> <li>➤ Number of charges dropped</li> </ul>
➤ 80 percent of offenders will receive intense probation services	<ul style="list-style-type: none"> <li>➤ Number of unduplicated count of cases receiving probation services</li> <li>➤ Number of face-to-face meetings with offender</li> <li>➤ Number of telephone contact with offender</li> <li>➤ Number of unscheduled surveillance of offender</li> </ul>

## PART VII: PROGRAM STRATEGY

What direction do you see your MDT moving and how do you plan on achieving this?

Over the course of the next year the MDT will have implemented the lethality assessment to every funded and non funded partner agency in McLean County. The MDT is planning on doing DV training in hospitals and schools to raise awareness as well as provide necessary information to our community health care organizations and school districts. Through our monthly meetings we hope to achieve more productive and timely accomplishments of our goals. Over the course of the next year we will continue to improve our communication skills and do many community awareness events to raise awareness of DV.

### PARTVIII: IMPLEMENTATION SCHEDULE

The implementation schedule should be used as a planning tool for the program and should reflect a realistic projection of how the program will proceed. The implementation schedule should indicate the activities and services that will be provided; the month the activity begins; the month the activity is completed; the personnel responsible for each activity and the frequency with which the activity will be provided.

Activity	Month Began	Month Completed	Agency/Personnel Responsible	If ongoing, how often?
<i>Example: Coordinate the MDT meeting with frontline staff</i>	<i>Month 1</i>	<i>Month 12</i>	<i>Project Coordinator</i>	<i>Monthly</i>
Conduct MDT meetings with funded and un-funded partners	Month 1	Month 12	Project Coordinator and all project staff	Monthly
Track all domestic violence cases	Month 1	Month 12	Project Coordinator, Law Enforcement, and State's Attorney's Office	Monthly
Roll Call Training for Law Enforcement	Month 3	Month 3	Project Coordinator, State's Attorney's Office and Countering Domestic Violence	Yearly
Implicate a Uniform Lethality Assessment Tool – begin training all grant and community partners	Month 1	Month 12	Project Coordinator, all project staff and un-funded partners that wish to participate	
Meet with DV Task Force Members	Month 3	Month 12	project coordinator, and all project staff	Monthly

**EXHIBIT B: BUDGET  
IDENTIFICATION OF SOURCES OF FUNDING**

**Implementing Agency: McLean County Court Services  
Agreement #: 602174**

	<u>SOURCE</u>	<u>AMOUNT</u>
<b>Federal Amount:</b>	Violence Against Wome Act (VAWA) FFFY02	\$65,462
	Subtotal:	\$65,462
<b>Match:</b>	McLean County Court Services	\$21,821
	Subtotal:	\$21,821
<b>Over Match:</b>	McLean County Court Services	\$13,416
	Subtotal:	\$13,416
	<b>GRAND TOTAL</b>	<b>\$100,699</b>







TRAVEL	Cost/Mile	# of Miles/mo	# of Months	Federal Amount	Match Contribution	Total Cost
Program Staff Mileage*				\$ -	\$ -	\$ -
Client Transportation				\$ -	\$ -	\$ -
Conference Travel**	Cost/ person	# of people	# of days	\$ -	\$ -	\$ -
Airfare				\$ -	\$ -	\$ -
PerDiem				\$ -	\$ -	\$ -
Lodging				\$ -	\$ -	\$ -
Other (Specify)				\$ -	\$ -	\$ -
<b>TOTAL TRAVEL COST</b>						\$ -

\* State rate is calculated at \$.375/mile. If agency rate is lower use that lower rate.  
 \*\* Out of State Travel requires prior Authority approval.  
 Budget Narrative for Travel. Please give a brief description for each line of the Travel Budget.  
 (See Attached Budget Instructions)



	Federal Amount	Match Contribution	Total Cost
<b>GRAND TOTAL</b>			
PERSONNEL SERVICES	\$ 65,462.00	\$ 35,237.00	\$ 100,699.00
EQUIPMENT	\$ -	\$ -	NA
COMMODITIES	\$ -	\$ -	NA
TRAVEL	\$ -	\$ -	NA
CONTRACTUAL	\$ -	\$ -	NA
<b>TOTAL COST</b>	\$ 65,462.00	\$ 35,237.00	\$ 100,699.00

All procurements must be competitive

Use this sheet to calculate the fringe benefits to be paid for project personnel. For each element of the benefit package, indicate the rate as a percentage of salary or the dollar amount of the flat rate paid per employee. Use the TOTAL FRINGE BENEFITS amount from this worksheet as the fringe benefit dollar amount on the BUDGET under PERSONNEL SERVICES (cells G-13 and H13).

<b>RATED FRINGE BENEFITS</b>	<b>Rate as % of Salary</b>
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	8.850%
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
<b>Total % Fringe Rate</b>	<b>16.500%</b>
<b>Total Salary Paid By Grant (Federal and Match - Please use figure from cell I-12 in the Budget Detail)</b>	<b>\$80,459.00</b>
<b>TOTAL RATED FRINGE BENEFITS</b>	<b>\$13,276</b>
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$ per FTE</b>
HEALTH/MEDICAL INSURANCE	\$3,316.00
OTHER (SPECIFY)	
<b>Total Flat Rate Fringe</b>	<b>\$3,316.00</b>
<b>Number of grant-funded FTE (full-time equivalent) positions. (Please use figure from cell F-11 of Budget Detail)*</b>	<b>2.10</b>
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$6,964</b>
<b>TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)</b>	<b>\$20,240</b>

\*PLEASE REFER TO YOUR RESPONSE IN EXHIBIT A, SECTION II, QUESTION #1.

Members Renner/Owens moved the County Board approve a Request for Approval to accept a grant from the Illinois Criminal Justice Information Authority to fund a Domestic Violence Multi-Disciplinary Team Program – Grant #602174 – Court Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

McLEAN COUNTY - GRANT INFORMATION FORM

General Grant Information

<u>Requesting Agency or Department:</u> Sheriff	<u>This request is for:</u> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant
<u>Grantor:</u> Illinois Criminal Justice Information Authority	<u>Grant Type:</u> <input checked="" type="checkbox"/> Federal, CFDA #: <input type="checkbox"/> State <input type="checkbox"/> Other
<u>Anticipated Grant Amount:</u> \$ 136,665	<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Pre-Funded  <u>Expected Initial Receipt Date:</u>
<u>Anticipated Match Amount (if applicable):</u> \$ 47,166	<u>Source of Matching Funds (if applicable):</u> \$17,000 - Automobile \$24,166 - mid-central \$6,000 Administration

Personnel and Information

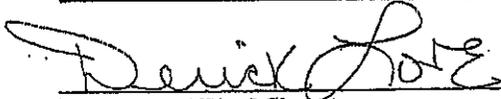
<u>New personnel will be hired:</u> <input checked="" type="checkbox"/> Yes (complete chart below) <input type="checkbox"/> No	<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<u>New Personnel Expense Chart</u>	Current FY	Current FY+1	Current FY+2
Number of Employees:	1		
Personnel Cost	\$47,541	\$	\$
Fringe Benefit Cost	\$15,245	\$	\$
Total Cost	\$62,786	\$	\$

Additional Costs and Requirements (if applicable)

<u>Description of equipment to be purchased:</u>	<u>Description of subcontracting costs:</u>		
<u>Additional Costs Chart</u>	Current FY	Current FY+1	Current FY+2
Subcontractors	\$71,879	\$	\$
Equipment	\$17,000	\$	\$
Other	\$2,000	\$	\$
Total Cost	\$90,879	\$	\$

Other requirements or obligations: (increased workload, continuation of program after grant period, etc)

Responsible Personnel for Grant Reporting and Oversight:

  
Department Head Signature

1-6-06  
Date

Grant Administrator Signature (if different)

Date

OVERSIGHT COMMITTEE APPROVAL	
Chairman	Date



ILLINOIS  
CRIMINAL JUSTICE  
INFORMATION AUTHORITY

120 South Riverside Plaza • Suite 1016 • Chicago, Illinois 60606 • (312) 793-8550

December 14, 2005

Ms. Jodie Ellsworth  
McLean County State's Attorney's Office  
McLean County MDT  
104 West Front Street Room 605  
Bloomington, Illinois 61701

Dear Ms. Ellsworth:

Enclosed you will find interagency agreement #602170, 602174, #602171, 602172 and 602173 between your offices and the Authority for the Domestic Violence Multi-Disciplinary Team Program. Please review the enclosed documents and notify me if revisions are necessary. If all is in order please obtain the necessary signatures on the agreement and return the *entire packet* to my attention for further processing.

I have also enclosed the fiscal information sheet and initial cash request forms needed to begin the draw down of federal funds. Please fill out these forms and return them to me with the signed agreement. Once all signatures are received on the agreement, I will process the paperwork for you to receive your initial federal funds for this program.

Please note that this packet also includes two new forms regarding civil rights compliance. Please review, sign and forward these civil rights compliance certifications to the Authority. The authorized officials of the grant's Implementing Agency, and Program Agency, if applicable, must complete these forms. This grant cannot be submitted for final signature by the Authority's Executive Director until these forms have been completed.

As a point of clarification, these certifications do not represent new civil rights requirements that grantees must adhere to. These certifications reflect existing federal regulations that have always been included in the interagency agreements between your office and the Authority, but now a separate certification is required.

If you have any questions, please feel free to contact me at (312) 793-4457 or by email at mmazewski@icjia.state.il.us. I look forward to working with you on this program.

Sincerely,

A handwritten signature in cursive script, appearing to read "Marilyn Mazewski".

Marilyn Mazewski  
Federal and State Grants Unit

Enclosures

cc: MF #602170, 602174, 602171, 602172, 602173

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit  
Initial Cash Request

On behalf of McLean County on behalf of the McLean County Sheriff's Office

I am requesting an initial cash request of \$ \_\_\_\_\_ as permitted in Interagency Agreement # 602171

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Program Name

\_\_\_\_\_  
Implementing Agency Fein Number

\*Instructions for completion on reverse side

*For Authority use only*

*Requested*  
*Disbursal* \_\_\_\_\_

*FED/GR*

*Approved*  
*by:* \_\_\_\_\_

*Date* \_\_\_\_\_

\_\_\_\_\_  
*Date* \_\_\_\_\_

## INITIAL CASH REQUEST FORM INSTRUCTIONS

- Enter Implementing Agency name and agreement number on the lines provided.
- Enter amount of cash advance necessary to pay for program start-up costs. In calculating this figure, consider equipment purchases that will take place immediately and personnel costs for the first three months of the program. Implementing agencies should anticipate a delay of approximately 4-6 weeks from the submission of the request until the receipt of the State warrant.

Since federal regulations require that implementing agencies request only the minimum amount of cash necessary to pay bills in a timely fashion, funds should be requested only for those obligations that can be liquidated within 45 days. The Authority reserves the right to adjust cash requests as seen necessary. If the implementing agency anticipates an inordinate expenditure of funds during the initial period, an explanation should be attached.

- Obtain signature of authorized official and provide the individual's title, program name, and Implementing Agency FEIN (Taxpayer ID) number on the lines provided.
- Return the completed original to the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 120 South Riverside Plaza, Suite #1016, Chicago, Illinois 60606.



## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check  if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7. Check if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

**1. Grantee Name and Address:**

McLean County on behalf of the McLean County Sheriff's Office  
104 W. Front Street  
Bloomington, Illinois 61702

**2. Application Number and/or Project Name**

#602171 Domestic Violence Multi-Disciplinary Team Program

**3. Grantee IRS/Vendor Number**

37-6001569

**4. Typed Name and Title of Authorized Representative**

Michael F. Sweeney  
County Board Chairman

**5. Signature**

**6. Date**

## EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION INSTRUCTIONS

- Circle the grant program that the grant is funded under.
- Enter the grant number and amount, the name of the grantee/organization, the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions regarding the EEOP.)

### COMPLETE ONLY ONE OF THE FOLLOWING SECTIONS, SECTION A OR B

- SECTION A: Some grantees are not required to develop an EEOP. If one or more of the checkboxes in Section A apply to your organization, then your organization is exempt from the EEOP requirement and IS NOT required to develop an EEOP. If this is the case, please print the name of the individual authorized to certify to this fact, check the box(es) that apply to your organization and sign the certification.

#### OR

- SECTION B: If your organization is a covered entity type (state or local **unit of government**, or for-profit entity), has 50 or more employees and receives a single grant of \$25,000 or more, your organization is required to have an EEOP on file that is current and that can be reviewed by outside individuals.
  - Print the name of the responsible individual who is certifying that an EEOP is required and on file, the name of the entity and the location/address of the office where the EEOP is on file.
  - Sign the certification.
  - If an entity receives a single grant of \$500,000 or more, or, over a period of 18 months, receives several grants totaling \$1,000,000 or more, the entity must submit a copy of the EEOP to the Authority. The Authority will then forward the EEOP to the federal Office of Civil Rights for review and approval.

## CIVIL RIGHTS COMPLIANCE CERTIFICATION INSTRUCTIONS

- Circle the grant program that the grant is funded under.
- Enter the name of the grantee/organization, the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions regarding civil rights compliance.)
- CERTIFICATION STATEMENT: The entity needs to certify that it is in compliance with all local, state and federal civil rights laws, regulations and guidelines as listed in the Interagency Agreement. The entity also needs to certify if it has or has not had any findings of discrimination within the past 5 years.
  - Print the name of the responsible official who is certifying to compliance and the name of the entity.
  - If your organization has had no findings of discrimination within the past 5 years, please check the first box. If your organization has had any findings of discrimination within the past 5 years, please check the second box. Attach a copy of all findings made within the past 5 years that have not already been submitted to the Authority. **If your organization has already submitted all current findings to the Authority, check the box indicating that; there is no need to resubmit them to the Authority.**
  - Sign the certification.

**CIVIL RIGHTS COMPLIANCE CERTIFICATION**  
(Complete **ENTIRE** certification)

Grant Program (circle applicable grant program):  
ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, YAWA, VOCA, VOITIS, Other (Specify)

Grantee/Organization Name (hereafter referred to as the "Entity"): McLean County

Address: 104 W. Front Street  
Bloomington, Illinois 61702

Contact Person:

Telephone #: Fax #: E-mail address:

Grant Number/Contract Name: #602171 Domestic Violence Multi-Disciplinary Team Program

**Certification Statement:**

I, Michael F. Sweeney [County Board Chairman], certify to the following statements:

- Entity is in compliance with all applicable local, state and federal civil rights laws, regulations and guidelines, including but not limited to those listed in the Interagency Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above.
- No person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this grant(s)/contract(s) on the basis of race, color, age, religion, national origin, disability, or sex.
- Entity is in compliance with the following federal guidance materials regarding the provision of meaningful access to services and programs to persons with limited English proficiency (LEP): Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472).

(Additional information regarding LEP requirements may be found at: <http://www.ojp.usdoj.gov/ocr/lep.htm>)

In addition, I certify that in the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Entity, or any subgrantee or contractor of the Entity, the Entity will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

**Check the following item(s) that apply:**

THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD **NO FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS

THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD **FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You MUST attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)

All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached

Michael F. Sweeney, County Board Chairman

[Signature of County Board Chairman]

[Title]

[Date]

**EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION**

(Complete SECTION A OR SECTION B below, as applicable. Complete **ONLY ONE SECTION.**)

Grant Program (circle applicable federal grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grant Number: 602171

Federal Grant Award Amount: \$136,665

Grantee/Organization Name (hereafter referred to as the "Entity"):

McLean County

Address: 104 W. Front Street

Bloomington, Illinois 61702

Contact Person:

Telephone #:

Fax #:

E-mail address:

**SECTION A. CERTIFICATION (EEOP NOT REQUIRED)**

I \_\_\_\_\_ [responsible official] CERTIFY THAT THE FUNDED ENTITY IS NOT REQUIRED TO PREPARE AN EEOP FOR THE REASON(S) CHECKED BELOW, PURSUANT TO 28 CFR 42.302.

**Check all of the following that apply:**

- ENTITY HAS LESS THAN 50 EMPLOYEES
- ENTITY IS A NON-PROFIT ORGANIZATION
- ENTITY IS AN INDIAN TRIBE

- ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000
- ENTITY IS A MEDICAL INSTITUTION
- ENTITY IS AN EDUCATIONAL INSTITUTION

\_\_\_\_\_  
[Signature of Responsible Official]

\_\_\_\_\_  
[Print Name and Title]

\_\_\_\_\_  
[Date]

**OR**

**SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)**

(For information regarding EEOP development, see: <http://www.ojp.usdoj.gov/ocr/eeop.htm>)

Certification Statement (For Entities with 50 or more employees that receive a single grant or award of \$25,000 or more):

I, \_\_\_\_\_ Michael F. Sweeney \_\_\_\_\_ [County Board Chairman], certify that the Entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of \_\_\_\_\_ McLean County Administration \_\_\_\_\_

\_\_\_\_\_ [agency/organization name], at \_\_\_\_\_ 115 E. Washington Street, Room 401, P.O. Box 2400, Bloomington, Illinois 61702-2400 \_\_\_\_\_ [address]

for review by the public and employees, or for review or audit by officials of the Illinois Criminal Justice Information Authority or the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights as required by relevant laws and regulations.

In addition to the above requirements, if Entity receives \$500,000 or more through a single grant, or \$1,000,000 or more in aggregate grant funds in an 18-month period, Entity shall submit a copy of its Equal Employment Opportunity Plan to the Authority. The Authority shall forward the Equal Employment Opportunity Plan to the Office of Civil Rights for review and approval.

\_\_\_\_\_  
[Signature of County Board Chairman]

[Michael F. Sweeney, County Board Chairman]

\_\_\_\_\_  
[Date]

**EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION**  
(Complete **SECTION A** OR **SECTION B** below, as applicable. Complete **ONLY ONE SECTION.**)

Grant Program (circle applicable federal grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grant Number: 602171

Federal Grant Award Amount: \$136,665

Grantee/Organization Name (hereafter referred to as the "Entity"): McLean County Sheriff's Office

Address: 104 W. Front Street  
Bloomington, Illinois 61702

Contact Person:

Telephone #:

Fax #:

E-mail address:

**SECTION A. CERTIFICATION (EEOP NOT REQUIRED)**

I \_\_\_\_\_ [responsible official] CERTIFY THAT THE FUNDED ENTITY IS NOT REQUIRED TO PREPARE AN EEOP FOR THE REASON(S) CHECKED BELOW, PURSUANT TO 28 CFR 42.302.

**Check all of the following that apply:**

- ENTITY HAS LESS THAN 50 EMPLOYEES
- ENTITY IS A NON-PROFIT ORGANIZATION
- ENTITY IS AN INDIAN TRIBE

- ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000
- ENTITY IS A MEDICAL INSTITUTION
- ENTITY IS AN EDUCATIONAL INSTITUTION

\_\_\_\_\_  
[Signature of Responsible Official]

\_\_\_\_\_  
[Print Name and Title]

\_\_\_\_\_  
[Date]

**OR**

**SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)**

(For information regarding EEOP development, see: <http://www.ojp.usdoj.gov/ocr/eeop.htm>)

Certification Statement (For Entities with 50 or more employees that receive a single grant or award of \$25,000 or more):

I, \_\_\_\_\_ David Owens \_\_\_\_\_ [Sheriff], certify that the Entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of \_\_\_\_\_ McLean County Sheriff's Office \_\_\_\_\_

\_\_\_\_\_ [agency/organization name], at \_\_\_\_\_ 104 W. Front Street, Bloomington, Illinois 61702 \_\_\_\_\_ [address]

for review by the public and employees, or for review or audit by officials of the Illinois Criminal Justice Information Authority or the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights as required by relevant laws and regulations.

In addition to the above requirements, if Entity receives \$500,000 or more through a single grant, or \$1,000,000 or more in aggregate grant funds in an 18-month period, Entity shall submit a copy of its Equal Employment Opportunity Plan to the Authority. The Authority shall forward the Equal Employment Opportunity Plan to the Office of Civil Rights for review and approval.

\_\_\_\_\_  
[Signature of Sheriff]

\_\_\_\_\_  
[David Owens, Sheriff]

\_\_\_\_\_  
[Date]

**CIVIL RIGHTS COMPLIANCE CERTIFICATION**  
(Complete **ENTIRE** certification)

Grant Program (circle applicable grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grantee/Organization Name (hereafter referred to as the "Entity"):

McLean County Sheriff's Office

Address: 104 W. Front Street  
Bloomington, Illinois 61702

Contact Person:

Telephone #:

Fax #:

E-mail address:

Grant Number/Contract Name: #602171 Domestic Violence Multi-Disciplinary Team Program

**Certification Statement:**

I, David Owens [Sheriff], certify to the following statements:

- Entity is in compliance with all applicable local, state and federal civil rights laws, regulations and guidelines, including but not limited to those listed in the Interagency Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above.
- No person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this grant(s)/contract(s) on the basis of race, color, age, religion, national origin, disability, or sex.
- Entity is in compliance with the following federal guidance materials regarding the provision of meaningful access to services and programs to persons with limited English proficiency (LEP): Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472).

(Additional information regarding LEP requirements may be found at: <http://www.ojp.usdoj.gov/ocr/lep.htm>)

In addition, I certify that in the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Entity, or any subgrantee or contractor of the Entity, the Entity will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

**Check the following item(s) that apply:**

THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD **NO FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS

THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD **FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You MUST attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)

- All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached

David Owens, Sheriff

[Title]

[Date]

[Signature of Sheriff]

## FISCAL INFORMATION SHEET

The following information is required to ensure that the Authority and its implementing agencies meet the financial and program reporting requirements of various federal grant programs. This information is required prior to the release of funds. The Implementing Agency is the state or local unit of government or not-for-profit agency accepting funds under the interagency agreement. The Program Agency is the organization responsible for performing the daily activities. An organization can be both the Implementing Agency and the Program Agency.

Please return this form to the attention of your program monitor at the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 120 S. Riverside Plaza, Chicago, IL 60606. If you have any questions, please call your monitor at (312) 793-8550.

Implementing Agency: McLean County on behalf of the McLean County Sheriff's Office

Implementing Agency's FEIN #: 37-6001569 Agreement #: 602171

Program Agency: McLean County Sheriff's Office

Program Title: Domestic Violence Multi-Disciplinary Team Program

1. Who will be responsible for preparing and submitting quarterly fiscal reports?

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

2. Who will be responsible for preparing and submitting quarterly data/progress reports?

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

3. Will a separate fiscal account/fund be maintained for the program?

\_\_\_\_\_ Yes, this account will maintain: (Choose one)

\_\_\_\_\_ Federal funds only

\_\_\_\_\_ Both federal and local matching funds

\_\_\_\_\_ No, but all program funds will be identified by a specific account or fund number and recorded within the general accounting records for the Agency.

4. Where should program fund disbursements be sent?

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTN: \_\_\_\_\_

5. What organization is listed as holder of the bank account into which program funds will be deposited?

Effective 05/03

**PROGRAM TITLE:** Domestic Violence Multi-Disciplinary Team Program  
**AGREEMENT NUMBER:** 602171  
**PREVIOUS AGREEMENT NUMBER(S):** 601171  
**ESTIMATED START DATE:** September 1, 2005  
**SOURCES OF PROGRAM FUNDING:**  
*Violence Against Women Act (VAW) Funds:* \$ 136,665  
*Matching Funds:* \$ 45,555  
*Over-Matching Funds:* \$ 1,611  
**Total:** \$ 183,831

**IMPLEMENTING AGENCY:** McLean County on behalf of the McLean County Sheriff's Office  
**ADDRESS:** 104 W. Front Street  
Bloomington, Illinois 61702  
**FEDERAL EMPLOYER IDENTIFICATION NUMBER:** 37-6001569  
**AUTHORIZED OFFICIAL:** Michael E. Sweeney  
**TITLE:** County Board Chairman  
**TELEPHONE:** 309-888-5180  
**PROGRAM FINANCIAL OFFICER:** Rebecca McNeil  
**TITLE:** McLean County Treasurer  
**TELEPHONE:** 309-888-5180

**PROGRAM AGENCY:** McLean County Sheriff's Office  
**ADDRESS:** 104 W. Front Street  
Bloomington, Illinois 61702-2400  
**PROGRAM DIRECTOR:** David Owens  
**TITLE:** Sheriff  
**TELEPHONE:** 309-888-5034  
**E-MAIL:**

**FISCAL CONTACT PERSON:** Derrick Love  
**AGENCY:** McLean County Sheriff's Office  
**TITLE:** Chief Deputy  
**TELEPHONE:** 309-888-5035  
**FAX:**  
**E-MAIL:**  
**PROGRAM CONTACT PERSON:** Bonnie Serone  
**TITLE:** Lieutenant  
**TELEPHONE:** 309-888-5166  
**FAX:** 309-888-5936  
**E-MAIL:** Bonnie.serone@mcleancountyil.gov

INTERAGENCY AGREEMENT

Violence Against Women Act of 1994 Programs

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and McLean County on behalf of the McLean County Sheriff's Office, hereinafter referred to as the "Implementing Agency," with its principal offices at 104 W. Front Street, Bloomington, Illinois 61702, for implementation of the Domestic Violence Multi-Disciplinary Team Program.

WHEREAS, Section 7(k) of the Illinois Criminal Justice Information Act (20 ILCS 3930/7(k)) establishes the Authority as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds;" and

WHEREAS, pursuant to the Violence Against Women Act of 1994, the Authority has been designated as the State agency responsible for administering this program; and

WHEREAS, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Violence Against Women Act of 1994 and enters into interagency agreements with state agencies, units of local government and nonprofit, nongovernmental victim service programs for the use of these federal funds; and

WHEREAS, pursuant to the Violence Against Women Act of 1994, the Authority named the following program areas as priorities of S.T.O.P. Violence Against Women in Illinois, Illinois' implementation plan for the Violence Against Women Act of 1994 grant program for federal fiscal year 2002:

- Training law enforcement officers, judges, other court personnel, and prosecutors to more effectively identify and respond to violent crimes against women, including the crimes of sexual assault, domestic violence, and dating violence.
- Developing and implementing more effective police, court, and prosecution policies, protocols, orders, and services devoted to preventing, identifying, and responding to violent crimes against women, including sexual assault and domestic violence.
- Developing, installing, or expanding data collection and communication systems, including computerized systems linking police, prosecution, and the courts or for the purpose of identifying and tracking arrests, protection orders, violations of protection orders, prosecutions, and convictions for violent crimes against women, including the crimes of sexual assault and domestic violence, including the reporting of such information to the National Instant Criminal Background Check system.
- Developing, enlarging, or strengthening victim services programs, including sexual assault, domestic violence, and dating violence programs; developing or improving the delivery of victims services to underserved populations; providing specialize domestic violence court advocates in courts where a significant number of protection orders are granted, and increasing reporting and reducing attrition rates for cases involving violent crimes against women, including sexual assault and domestic violence.

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

- Training of sexual assault forensic medical personnel examiners in the collection and preservation of evidence, and analysis, prevention, and providing expert testimony and treatment of trauma related to sexual assault.

WHEREAS, the Authority designated the Implementing Agency to receive funds for the purpose of implementing a program to address one of the named areas.

NOW, THEREFORE, BE IT AGREED by and between the Illinois Criminal Justice Information Authority and the Implementing Agency as follows:

### SECTION 1. DEFINITIONS

"Program": means a plan set out in a Program Description that identifies issues related to combatting violent crimes against women and that contains a statement of objectives, strategies for achieving those objectives, and a method for assessing the effectiveness of those strategies.

### SECTION 2. ELIGIBILITY FOR FUNDING

The Implementing Agency acknowledges that to be considered a victim services program eligible for Violence Against Women Act (VAWA) funding, it must adhere to the following criteria:

- Victim services programs must have, as one of their primary purposes, to provide services to victims of domestic violence, sexual assault, dating violence, or stalking.
- Victim services programs must reflect (e.g., through mission statements, training for all staff) an understanding that the violence perpetrated against victims is grounded in an abuse of power by offenders, reinforced through intimidation and coercion, sanctioned by traditional societal and cultural norms, and supported by the legal system's historically discriminatory response to domestic violence, sexual assault, and stalking crimes.
- Victim services programs must address a demonstrated need in their communities by providing services that promote the integrity and self sufficiency of victims, improve their access to resources, and create options for victims seeking safety from perpetrator violence.
- Victim services programs must not engage in activities that compromise victim safety.
- Victim services programs must consult and coordinate with nonprofit, nongovernmental victim services programs, including sexual assault and domestic violence victim services programs.

### SECTION 3. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from September 1, 2005 through August 31, 2006.

However, no funds will flow under this agreement for the period of January 1, 2006 through August 31, 2006, unless and until the State of Illinois receives written approval of an extension to the funding period for the Violence Against Women Act Formula Grant Program (02-WF-BX-0021) from the Department of Justice that covers that period, and the Executive Director of the Authority approves funding for that period. If the State of Illinois does not receive such an extension, this agreement is subject to termination.

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Costs incurred before the execution date of this agreement may be charged to this agreement if included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

#### **SECTION 4. COMMENCEMENT OF PERFORMANCE**

If performance has not commenced within 60 days of the starting date of this agreement, the Implementing Agency agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Implementing Agency agrees to submit a second letter to the Authority explaining the implementation delay. The Authority may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Implementing Agency agrees to notify the Authority in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Authority may, at its discretion, reduce the amount of federal funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Authority will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Implementing Agency and not expended as of that date shall be repaid to the Authority upon notification by the Authority.

#### **SECTION 5. PROGRAM DESCRIPTION AND BUDGET**

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

#### **SECTION 6. PAYMENT**

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in Section 10 of this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and may be required to submit supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable state and federal laws and the terms and conditions of this agreement.

The maximum amount of federal funds payable under this agreement is \$136,665, and is dependent on the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of program funds into a bank account in the name of the Implementing Agency, either depositing such funds into an account separate from any of its other bank accounts or treating such funds as a separate line item per its budget and audited financial statements. Federal funds shall be immediately deposited into such bank account.

#### **SECTION 7. MATCH**

Federal funds from the Violence Against Woman Act of 1994 may be used to pay up to 75 percent of the program costs of the program described in Exhibit A. The Implementing Agency must provide non-federal funding for at least 25 percent of the program costs of the program described in Exhibit A.

Failure of the Implementing Agency to apply non-federal financial support to the program described in Exhibit A in the amount of at least 25 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, the Implementing Agency shall apply non-federal financial support to the program, as described in Exhibit B.

#### **SECTION 8. OBLIGATIONAL LIMITATION**

Payment under this agreement is subject to passage of a suitable and sufficient appropriation by the Illinois General Assembly. Obligations of the State of Illinois will cease immediately without penalty of further payment being required in any fiscal year should the actions of the General Assembly or any applicable funding source result in the failure to appropriate or otherwise make available sufficient funds for this agreement.

#### **SECTION 9. NON-SUPPLANTATION**

The Implementing Agency certifies that Federal funds made available under this agreement will not be used to supplant (replace) nonfederal funds, but will be used to supplement nonfederal funds that would otherwise be available to the Implementing Agency for the types of activities that would be eligible for funding under the Violence Against Women Act of 1994.

#### **SECTION 10. REPORTING AND EVALUATION REQUIREMENTS**

Unless another reporting schedule has been required or approved by the Authority, the Implementing Agency shall submit the following reports to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, by the 15th day of each month following the previous quarter:

- progress reports for the preceding quarter relevant to the performance indicators listed in Exhibit A;
- fiscal reports detailing financial expenditures for the previous quarter; and
- any other reports specified by the Authority.

The Implementing Agency is further required to submit a final financial status report following termination of the program, the content and form of which will be determined by the Executive Director of the Authority.

The Implementing Agency agrees to cooperate with Authority or federally funded assessments, evaluations, or information or data collection requests, that are related to the program activities described in Exhibit A. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

## **SECTION 11. PROGRAM INCOME**

All income generated as a direct result of the program described in Exhibit A shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. The Federal proportion of program income must be accounted for up to the same ratio of Federal participation as funded in the program. Program income may be retained by the Implementing Agency for any purpose that furthers the objectives of the Violence Against Women Act of 1994. Implementing Agency shall report and account for such program income as required by the Authority.

## **SECTION 12. MAINTENANCE OF RECORDS**

The Implementing Agency agrees to maintain records which document activity reported to the Authority pursuant to Section 10 of this agreement. Such records shall be accessible to the Authority for monitoring purposes no more than 10 days following a request that such records be produced by the Implementing Agency. Inability of the Implementing Agency to produce such records or failure to produce such records shall be cause for suspension or termination of this agreement.

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Records shall be maintained beyond the 3-year period if an audit or review is in progress or the findings of a completed audit or review have not been resolved satisfactorily. If either of these two preceding conditions occurs, then records shall be retained until the audit or review is completed or matters at issue are resolved satisfactorily.

## **SECTION 13. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS, CONFLICT OF INTEREST**

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practical, open and free competition. The Implementing Agency must use procurement procedures that minimally adhere to all applicable laws, executive orders and federal guidelines. The Implementing Agency shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

The Implementing Agency shall follow its established procurement process if it minimally adheres to applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of \$100,000 or less, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All RFPs over \$100,000, that involve the use of federal or matching funds, must be submitted by the Implementing Agency to the Authority for review and written approval prior to their issuance. In addition, the Authority reserves the right to request that any RFP or IFB, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its issuance.

As required by the Authority, the Implementing Agency shall submit documentation regarding its procurement procedures and grant-funded purchases for Authority review and approval, to assure adherence to applicable federal guidelines.

The Implementing Agency agrees to comply with the provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all applicable terms, conditions and provisions of the code apply to this agreement and are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

#### **SECTION 14. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT**

The Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Agency solicits or intends to solicit for employment any of the Authority's employees during any part of the award funding process or during the term of any interagency agreement awarded.

#### **SECTION 15. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES**

The Implementing Agency shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Implementing Agency to verify that persons employed by the Implementing Agency are eligible to work in the United States.

#### **SECTION 16. INSPECTION AND AUDIT**

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits shall be made in accordance with the General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after the close of the Implementing Agency's audit period.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State,

and local law enforcement officials.

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in Section 10 and all other program activity.

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

## SECTION 17. CLOSE-OUT REQUIREMENTS

Within 45 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by the Authority.

## SECTION 18. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION

If the Implementing Agency undertakes *new activities related to the use of federal grant or matching funds in connection with the program* that include one or more of the activities listed below, the Implementing Agency shall assist the Authority and the U.S. Department of Justice, Office on Violence Against Women (OVW), in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements, including but not limited to those listed in Sections 19 and 20 of this agreement.

The Implementing Agency acknowledges that this section applies to *new activities whether or not they are being specifically funded with federal grant or matching funds, in connection with the program*. As long as the new activity is being conducted by the Implementing Agency, or any subgrantee, subcontractor, or any third party, and the *new activity needs to be undertaken in order to use the federal grant or matching funds in connection with the program*, the terms of this section must be met.

Prior to obligating federal grant or matching funds in connection with the program, the Implementing Agency must determine if any of the following activities will be related to the use of such federal grant or matching funds. The Implementing Agency must notify the Authority in writing if it will be conducting any of the following activities, when the activity is undertaken in order to use, or is funded with, federal grant or matching funds in connection with the program:

- New construction.
- Minor renovation or remodeling of a property either (a) listed or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
- A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size.
- Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

For existing and continuing programs or activities that will be funded with federal grant or matching funds through the Authority, upon request by the Authority as directed by OVW, the Implementing Agency shall cooperate with OVW in any preparation by OVW of a national or program environmental assessment of that funded program or activity.

## **SECTION 19. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE CERTIFICATION**

If the Implementing Agency is considering renovation work that would alter or otherwise improve the exterior or interior of a structure that will be used to accommodate the grant program, the Implementing Agency certifies it shall assist the Authority and OVW in complying with the National Historic Preservation Act (NHPA).

The Implementing Agency must establish and maintain records to determine if the structure is 50 years or older. If any portion of the structure is 50 years or older, the Implementing Agency shall contact the Authority. The Implementing Agency shall provide the Authority with any information needed to comply with NHPA. This may include assisting the Authority and OVW in consulting with the State Historic Preservation Office and amending the proposed renovation to avoid any potential adverse impact to an historic structure. The Implementing Agency cannot begin the proposed renovation of a structure 50 years or older until the Implementing Agency receives written approval from the Authority.

The Implementing Agency acknowledges that this section applies to proposed renovation work whether or not it is being specifically funded with federal grant or matching funds. As long as the proposed renovation is being conducted by the Implementing Agency or any third party to accommodate the use of the federal grant or matching funds, the Implementing Agency must assist the Authority and OVW in complying with the NHPA.

If the records established and maintained by the Implementing Agency clearly document that the structure is less than 50 years old, the Implementing Agency must submit these documents to the Authority to receive approval for the proposed renovation being exempt from the NHPA.

## **SECTION 20. IMPLEMENTING AGENCY COMPLIANCE**

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:

- Those laws, regulations and guidelines specified in Sections 21 and 27 of this agreement.
- The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement).
- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; and Environmental Protection Agency regulations (40 CFR Chapter 1).
- National Historic Preservation Act of 1966, as amended, 16 U.S.C. pars. 470 et seq.; Executive Order 11593.

- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738.
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; and Protection of Historic Properties regulations (36 CFR Part 800).
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

## SECTION 21. NONDISCRIMINATION

The Implementing Agency certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. The Implementing Agency agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5).

The Implementing Agency assures compliance with the following laws, and all associated rules and regulations:

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);

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- Title VI of the Civil Rights Act of 1964, as amended;
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472);
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.

All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

In the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

The Implementing Agency certifies that it shall not pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates, and that it shall comply with all provisions of the Discriminatory Club Act (775 ILCS 25).

## **SECTION 22. CONFIDENTIALITY OF INFORMATION**

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and the Violence Against Women Act of 1994. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

## **SECTION 23. ASSIGNMENT**

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The Implementing Agency shall make no assignment or transfer of this agreement, any subcontracts funded under this agreement, or any funds due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

#### **SECTION 24. SUBCONTRACTING**

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts over \$100,000 that are funded with federal or matching funds must be submitted by the Implementing Agency for Authority review and approval prior to their effective dates and execution by the Implementing Agency. In addition, the Authority reserves the right to require that any subcontract funded with federal or matching funds, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its effective date and execution by the Implementing Agency.

As required by the Authority, the Implementing Agency shall submit documentation regarding contracts to be funded with federal or matching funds for Authority review and approval, to assure adherence to applicable federal guidelines.

Approval of the use of subcontractors by the Authority does not relieve the Implementing Agency of its obligation to assure performance under this agreement.

#### **SECTION 25. INDEPENDENT CONTRACTOR**

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

#### **SECTION 26. EXHIBITS, AMENDMENTS**

The documents appended are made a part of this agreement, as exhibits and amendments as the case may be. Any amendment to this agreement must be signed by the parties to be effective. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits and amendments.

#### **SECTION 27. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT**

The Implementing Agency shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: Title I of the Omnibus Crime Control and Safe Streets

Act of 1968, as amended, the Violence Against Women Act of 1994, as amended, the Department of Justice Program Guidelines for the STOP Violence Against Women Formula and Discretionary Grants Program (Grants to Combat Violent Crimes Against Women) (28 CFR 90 et seq., effective April 18, 1995), Violence Against Women Formula Grants Program Fiscal Year 2002 Application and Program Guidelines, Office of Justice Programs' Financial Guide, Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133, Illinois Grant Funds Recovery Act (30 ILCS 705), Illinois Procurement Code (30 ILCS 500), State Comptroller Act (15 ILCS 405), U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20), U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22), U.S. Department of Justice Regulations Governing Protection of Human Subjects (28 CFR Part 46), U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67) and the rules of the Authority (20 Ill. Adm. Code 1520).

The Executive Director of the Authority, in accordance with the Authority's Operating Procedures for the Administration of Federal Funds, may suspend or terminate performance of this agreement for nonconformance with any State or federal law or regulation, with such guidelines as specified in this section, or with the terms or conditions of this agreement.

#### **SECTION 28. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE**

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Implementing Agency certifies that it has not been barred from contracting with any unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

#### **SECTION 29. CERTIFICATION REGARDING LOBBYING.**

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. If receiving more than \$100,000 pursuant to this agreement, the Implementing Agency agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, the Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

#### **SECTION 30. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION**

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

#### **SECTION 31. DRUG FREE WORKPLACE CERTIFICATION**

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance program; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.

- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

### **SECTION 32. STATEMENTS, PRESS RELEASES, ETC.**

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the Implementing Agency shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

### **SECTION 33. COPYRIGHTS, PATENTS**

If this agreement results in a copyright, the Authority and OVW reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

### **SECTION 34. PUBLICATIONS**

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with VAWA funds, no later than 60 days prior to its printing.

For publications over 20 pages, the Authority will submit comments to the Implementing Agency no later than 30 days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 30-day review period.

For publications of 20 pages or less, the Authority will submit comments to the Implementing Agency no later than 10 working days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 10-day review period.

The Authority reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication, that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with VAWA funds, no later than 20 days prior to release of the final publication.

Exceptions to the above publication requirements may be granted upon prior Authority approval.

Any such publication shall contain the following statement:

"This project was supported by Grant # 2002-WF-BX-0021, awarded by the Office on Violence Against Women, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

### SECTION 35. FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and legal status listed below are correct:

Name: McLean County

**Taxpayer Identification Number:**

Employer Identification Number 37-6001569

*(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

**Legal Status:**

- |                          |  |                                     |  |
|--------------------------|--|-------------------------------------|--|
| <input type="checkbox"/> | Individual   | <input checked="" type="checkbox"/> | Government Entity                                  |
| <input type="checkbox"/> | Owner of Sole Proprietorship   | <input type="checkbox"/>            | Nonresident alien individual                       |
| <input type="checkbox"/> | Partnership  | <input type="checkbox"/>            | Estate or legal trust                              |
| <input type="checkbox"/> | Tax-exempt hospital or extended care facility                            | <input type="checkbox"/>            | Foreign corporation, partnership, estate, or trust |
| <input type="checkbox"/> | Corporation providing or billing medical and/or health care services     | <input type="checkbox"/>            | Other: _____                                       |
| <input type="checkbox"/> | Corporation NOT providing or billing medical and/or health care services |                                     |  |

### SECTION 36. FEDERAL GRANT INFORMATION

By signing this agreement, the Implementing Agency acknowledges that it has been informed of the following information regarding the federal funds received under this agreement:

- Federal Awarding Agency: Office of Justice Programs, Office on Violence Against Women
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.588 Violence Against Women Formula Grants
- Grant Award Name and Number: Violence Against Woman Formula Grants Program (2002-WF-BX-0021)

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

- Grant Award Year: Federal Fiscal Year 2002

#### **SECTION 37. DISPOSITION REPORTING**

The Implementing Agency certifies that it is in compliance with the reporting provisions of the Criminal Identification Act (20 ILCS 2630), when applicable, and agrees to cooperate with the Authority and other parties in the implementation of the State's Criminal Records Improvement Plan, developed by the Authority pursuant to federal law.

#### **SECTION 38. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES**

If the program described in Exhibit A is subject to requirements of the Criminal Intelligence System Operating Policies, 28 CFR Part 23, the Implementing Agency certifies to the Authority that the program shall conform with the operating policies set forth in 28 CFR Part 23.20 and meets funding criteria set forth in 28 CFR Part 23.30. If the program is subject to these requirements, the Implementing Agency shall cooperate with specialized monitoring and auditing of the program as may be required by 28 CFR Part 23.40(a), and shall comply with operating policies required by 28 CFR Part 23.40(b).

#### **SECTION 39. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT**

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

#### **SECTION 40. INTEGRATION**

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

#### **SECTION 41. SEVERABILITY**

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

#### **SECTION 42. CONFIDENTIALITY REQUIREMENTS**

OVW may issue confidentiality policies or guidelines that grantees must adhere to as a condition for the receipt of VAWA funds. The Implementing Agency shall comply with any of these policies or guidelines as a condition for the receipt of VAWA funds.

#### **SECTION 43. EQUIPMENT AND COMMODITY REQUIREMENTS**

If, for an item of equipment described in Exhibit B to be funded with either federal or matching funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

- A. Reduce the amount of federal funding;
- B. Cancel this agreement;
- C. Allow the Implementing Agency to reallocate the federal or matching funds that were allocated for such equipment to other allowable, Authority approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

Equipment purchased using federal or matching funds shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

To the greatest extent practicable, all equipment and commodities purchased with federal and matching funds should be American-made.

#### SECTION 43.1 SPECIAL CONDITIONS

Funding for the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers #602170, 602171, 602172, 601173, 602174) is conditioned upon adherence to the following special conditions by all funded partner agencies, including McLean County State's Attorney's Office, McLean County Sheriff's Department, McLean County Court Services, Bloomington Police Department, and Mid Central Community Action. Inc.

1. No funds will flow for the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers #602170, 602171, 602172, 601173, 602174), including funds for initial cash requests, advance quarterly payments or quarterly reimbursements, until all required data and fiscal reports from all funded partner agencies, including McLean County State's Attorney's Office, McLean County Sheriff's Department, McLean County Court Services, Bloomington Police Department, and Mid Central Community Action. Inc., are received by the Authority.
2. The Multidisciplinary Team Response Protocol for McLean County shall be submitted to the Authority no later than 6 months after the start date of this agreement.
3. On at least an annual basis, the chief executive officers of all funded partner agencies, or their designees, shall:
  - Review the Multidisciplinary Team Response Protocol;
  - Notify the Authority as to any revisions made to the protocol; and
  - Provide a copy of any protocol revisions to the Authority.
4. On at least a quarterly basis, chief executive officers of all funded partner agencies, or their designees, shall meet regarding issues about the development and implementation of the Multidisciplinary Team Response Protocol.
5. On at least a monthly basis, persons in positions funded through the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers #602170, 602171, 602172, 601173, 602174) shall meet regarding

domestic violence case statuses.

6. Law enforcement funded partners, including the McLean County Sheriff's Department and the Bloomington Police Department shall use a uniform domestic violence law enforcement report form, and encourage non-funded law enforcement agencies in McLean County to use the uniform report form.
7. If any grant-funded position is vacant for more than:
  - 30 days, the Implementing Agency must report by letter to the Authority the reasons for the vacancy, the steps the Implementing Agency is taking to fill the position, the date the Implementing Agency expects the position to be filled, and an explanation as to how services will be provided during the vacancy.
  - 60 days, the Implementing Agency must report by letter to the Authority the steps the Implementing Agency has taken, and will take, to fill the position; the date the Implementing Agency expects the position to be filled; and an explanation as to how services have been, and will continue to be, provided during the vacancy.
  - 90 days, the Implementing Agency must submit a written justification for continued funding to the Authority. Upon review of this justification, the Authority may, in its discretion, reduce the amount of federal funds awarded and/or terminate this agreement.

**SECTION 44. ACCEPTANCE**

The terms of this interagency agreement are hereby accepted and executed by the proper officers and officials of the parties hereto:

\_\_\_\_\_  
Lori G. Levin  
Executive Director  
Illinois Criminal Justice Information Authority  
Date

\_\_\_\_\_  
Michael F. Sweeney  
County Board Chairman  
McLean County  
Date

  
\_\_\_\_\_  
Rebecca McNeil  
Treasurer  
McLean County  
1/5/06  
Date

\_\_\_\_\_  
David Owens  
Sheriff  
McLean County  
Date

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

## PROPOSAL NARRATIVE

Please respond to each of the items in the following sections. The answers to these questions will be your proposal.

### PART I: DESCRIPTION OF PARTNERSHIP

Please provide a *brief* description of your Multi-disciplinary Team, its members, and how it works. Describe both funded and un-funded partners.

Our MDT is comprised of funded and non-funded partners. Our funded partners are McLean County State's Attorney's Office, McLean County Sheriff's Office, McLean County Adult Court Services, Bloomington Police Department, and Mid-Central Community Action's "Countering Domestic Violence" program. The unfunded partners include Normal Police Department, McLean County Domestic Violence Task Force, Children's Advocacy Center, Collaborative Solutions Institute, PATH, Chestnut Health Systems, BroMenn Hospital, Eleventh Judicial Circuit Family Violence Coordinating Council, Corporate Alliance to End Partner Violence, and Western Avenue Community Center. We have added a new unfunded partner in the Children's Foundation. Our team members meet monthly to discuss any issues, problematic cases, new trainings and any other relevant topics. We have also discussed the adoption of a uniform lethality assessment tool.

Please explain your progress towards evidence-based prosecution or any extensive changes made if your MDT already has one.

The McLean County State's Attorney's Office has been using evidence-based prosecution for several years and look for every possible opportunity to use this tool. The Office uses handwritten statements, recorded statements, statements to medical providers, excited utterances, photographs and independent witnesses in an attempt to gain convictions in the absence of a cooperative victim or if victim safety requires. With this grant, we have been able to better coordinate our response to domestic violence cases and how evidence is collected. Through this improved coordination we have improved the quality of the evidence collected and improved our abilities to use evidence-based prosecution, which allows victims to be protected and offenders to be held accountable.

Please explain your progress towards a "No Drop" policy or any extensive changes made if your MDT already has one.

The Mclean County State's Attorney's Office has employed a "No Drop" policy for several years and continue to do so. Once charges are filed, the office proceeds with the prosecution regardless of victim cooperation using the techniques described in our evidence-based prosecution policy.

Please explain your progress towards a no dual arrest policy or any extensive changes made if

your MDT already has one.

The McLean County Sheriff's Department's domestic violence protocol does not specifically address dual arrests. During roll call training with the Sheriff's Office the State's Attorney's Office has discussed dual arrests and has trained officers in how to determine who is the primary aggressor in these types of situations. The Bloomington Police Department's domestic violence protocol discourages dual arrest and requires a thorough investigation to determine the predominant aggressor. This issue was also reviewed with Bloomington during roll call trainings conducted by the State's Attorney's Office. The Normal Police Department's domestic violence protocol does not specifically address dual arrests, but the issue was discussed during roll call training conducted by the State's Attorney's Office. This is a matter that is being discussed by the Steering Committee in their quarterly meetings for the development of a uniform domestic violence protocol.

Please explain your progress towards a uniform Domestic Violence Protocol or any extensive changes made if your MDT already has one.

In 1997, the McLean County State's Attorney's Office, McLean County Sheriff's Department, Bloomington Police Department and the Normal Police Department collaborated with treatment providers, victims' services, the McLean County Domestic Violence Task Force and the Family Violence Coordinating Council to develop and implement coordinated domestic violence protocols. These protocols remain in place and are still being followed. The Steering Committee has been meeting and discussing these protocols to develop a uniform Domestic Violence Protocol that will be adopted by all partners.

Please describe you MDTs relationship with the Family Violence Coordinating Council.

The Family Violence Coordinating Council is a non-funded member of MDT and are active participants in our monthly meetings and training opportunities. Our project coordinator, Jodi Ellsworth, MDT members and the FVCC's Coordinator, Sara Wilham, are currently working on a training opportunity for the local public schools. The Family Violence Coordinating Council also makes all MDT members aware of trainings that are available through the Family Violence Coordinating Council or other agencies. MDT members also attend any meetings held by the Family Coordinating Council and keep the Council informed of the progress made under the grant.

Please describe your progress towards the use of a uniform lethality assessment tool for domestic violence or any extensive changes made if your MDT already has one.

The MDT members have discussed numerous lethality assessment tools. The MDT members are currently engaged in the process of selecting a uniform lethality assessment tool and scheduling the required training for the chosen tool.

## **PART II. DESCRIPTION OF JURISDICTION**

Please provide a short description of the jurisdiction this project serves, including information on region, population served, any special characteristic or issues.

McLean County is located in Central Illinois , approximately halfway between Chicago and St. Louis on Highway I-55. The principal municipalities in McLean County are Bloomington and Normal. McLean County covers the largest geographical area of any county in the State of Illinois and is the thirteenth largest county, in population, in Illinois. For purposes of the Illinois Criminal Justice Information Authority, McLean County has been characterized as an urban county. We have approximately 150,000 people, consisting of approximately 6% who are African-American and a rapidly growing Hispanic population. The population of McLean County has been increasing at a rate of approximately 1% per year. It is believed that this growth characteristic is unique for Illinois counties outside of certain collar counties around Cook County.

## **PART III: PROBLEM STATEMENT**

Please explain the domestic violence issues you are addressing through the MDT.

McLean County and its many organizations have long been in the forefront in attempting to address the issue of domestic violence. Despite our previous efforts many areas of concern remain:

- Continuation of intergenerational cycle of abuse within our community.
  - Many children witness or are subject to domestic violence and are trapped in the environment as a result of the victim, usually the mother, not taking steps to remove herself or her children from the household. As a result those children often grow-up believing domestic violence is an acceptable if not standard occurrence in life.
- Victims that have not received services – no outreach for them so they remain silent and the abuse continues.
  - Many victims are not aware of, or do not participate in services which are available in our community. This occurs, in part, because of a lack of understanding of the programs available and fear of the unknown. As a result the victim remains in the abusive relationship because she feels trapped.
- Rapidly growing Spanish-speaking population that are not receiving treatment and services due to a language barrier and lack of available personnel.
  - Due to a language barrier, information regarding available services or the actual service may not be available because of a lack of personnel that speak Spanish.
- The elderly continue to suffer as a silent population because of lack of manpower to conduct aggressive follow-up in cases.
  - The elderly may be among the most vulnerable victims of domestic violence. Because of a sense of embarrassment or dependency on their abuser, domestic abuser of the elderly often goes unreported.

- Holding the offender accountable for their actions.
  - There is a lack of available resources to ensure that each offender successfully completes treatment. The review hearing process has improved compliance rates and completion in a timely manner. The funding of probation officers in McLean County Adult Court Services helps to ensure close monitoring for offenders. In addition, coordination among the partners has helped to build strong cases that can be used for evidence-based prosecution.
- Victims that are hostile to the prosecution process.
  - A lack of understanding or fear of the court system cause many domestic violence victims to fail to follow through with the prosecution process. A quicker response from victim services and a coordinated effort from law enforcement and the State's Attorney's office can increase victim understanding and reduce the fear of the court system.
- Lack of community education or awareness.
  - The MDT members have coordinated their efforts to participate in many community events and training opportunities. By combining resources and personnel, the MDT is able to reach a greater number in the community and to educate them regarding the issues of domestic violence and the resources available.
- Need for education of a new generation of police officers in domestic violence issues.
  - The State's Attorney's Office and the project coordinator have conducted roll call trainings at the Bloomington Police Department, Normal Police Department and the McLean County Sheriff's Department. These trainings allow new officers to be informed of the unique issues and challenges that are faced in domestic violence cases and to be informed of what evidence is needed for successful prosecutions, including evidence-based prosecutions

The table below is included to help your jurisdiction identify potential areas in need of improvement. If this information is not easily accessible within your agency, both county and municipal level data for Index offenses, and county level data for domestic offenses are available in the publication, *Crime in Illinois* produced by the Illinois State Police (ISP). This publication may be downloaded from the ISP web site: <http://www.isp.state.il.us/>. If you need municipal level data for domestic offense rates or other assistance obtaining any of this information, you may contact the Authority's Research & Analysis Unit at 312/793.8550.

**2001-2003**

Jurisdiction(s) served by your agency	Domestic-Related Arrest			Domestic Violence Prosecution			Numbers of Emergency Orders of Protection		
	2001	2002	2003	2001	2002	2003	2001	2002	2003
McLean County	598	532	531	734	609	578	124	92	74

Jurisdiction(s) served by your agency	Number of clients victim services agency has assisted with Orders of Protection			Number of domestic violence offenders sentenced to probation			Number of domestic violence offenders sentenced to treatment/counseling		
	2001	2002	2003	2001	2002	2003	2001	2002	2003
McLean County	200	180	146	451	344	291	375	290	245

Please describe any gaps in the data requested.

The data provided from Countering Domestic Violence regarding the number of victims assisted with orders of Protection from 2000-2002 reflects ONLY victims who were made Countering Domestic Violence clients. Because the InfoNet data system only tracks client information, the Countering Domestic Violence intake process is now completed for every victim receiving legal advocacy and criminal justice advocacy services—unless their identified partner is already a client. This new procedure took effect October 2003 and will be utilized in the Protocol Grant to provide accurate comprehensive data.

The data included in the “sentenced to treatment” category is currently gathered from a free-text field. In order to gather accurate numbers under our current system, the files would have to be hand searched. We are improving that system of data collection under this grant by utilizing scantron forms that are read optically and fed into the database.

#### PART IV: REVIEW OF GOALS AND OBJECTIVES

Goals and objectives were created for this program during your past period of performance. A data report was also developed that gathered quantifiable information on the activities of your MDT. Use these items to indicate your performance of your goals and objectives from the grant period that began in 2004 and ended in 2005.

##### Goal 1: Build the multidisciplinary team

Objective	
Hire all multidisciplinary team staff by the end of month one	Status: All staff was hired by the agreed date
Procure Necessary equipment for the team by the end of month two	Status: All equipment was purchased or on order by the end of month two
Complete necessary training of team staff by the end of month six	Status: All team staff completed necessary team training including the victims services training course
Develop standards for case assignment to team staff by month three	Status: Standards for case assignments were
Hire all multidisciplinary team staff by the end of month one	Status: All staff was hired by the agreed date

**Goal 2: Track all domestic violence cases through the system to monitor progress and identify areas of improvement**

Objective	
Develop data collection method that captures domestic violence-related offenses across partner agencies within six months of project implementation	Status: Data collection methods were acquired by all of our team members by the end of month four.
Project Coordinator provides team members with analysis of compiled data each month	Status: All data is turned in every month in order to track each agencies changes from month to month as a team and discussed at the MDT monthly meetings
Conduct monthly Team reviews of the compiled data to identify gaps or areas of improvement	Status: The MDT discusses the data and specific cases and how they are handled or could be handled more smoothly.

**Goal 3: Improve communication between Multi-Disciplinary Team partners**

Objective	
Develop coordinated domestic violence Protocols within one year of project implementation	Status: We have combined all departments' protocols and have produced one protocol and are continuing to make changes and corrections to it as needed.
Team attends Family Violence Coordinating Council meetings and provides Council progress report of project activities	Status: Representatives from each department of our MDT attend the FVCC meetings regularly. We discuss our DV objectives at these meetings.
Conduct monthly Multi-Disciplinary Team meetings.	Status: Monthly MDT meeting are held every month on the second Tuesday. We occasionally find that one meeting is not enough and tend to meet as a team numerous other occasions.

**Goal 4: Improve jurisdictional response to victims of domestic violence**

Objective	Performance Indicator
85 percent of all victims of domestic-related offenses reported to law enforcement will be told of victim's rights under Illinois Domestic Violence Act and be referred to the victim service agency for additional information/services	<ul style="list-style-type: none"> <li>• Number of domestic-related offenses reports to law enforcement. 1520 (L.E. section of data report)</li> <li>• Number of these reports in which victim was informed of rights. 1520 (Victim services section of data report)</li> <li>• Number of these reports in which victims were referred to victim service agency. 1411 (Victim services section of data report)</li> <li>• Narrative on status: Victims were</li> </ul>

	<p>notified of their rights in every domestic violence case in McLean County</p>
<p>85 percent of domestic-related reports to law enforcement will be submitted to victim service agency within 48 hours</p>	<ul style="list-style-type: none"> <li>• Number of victims served 1329</li> <li>• Number of victims partially served 0</li> <li>• Number of victims not served 0</li> </ul> <p>(All data found within the victim services section of data report) Narrative on status: Victims in need of services were fully served.</p>
<p>Digital photographs will be collected in 80 percent of domestic-related reports to law enforcement as needed</p>	<ul style="list-style-type: none"> <li>• Number of incident reports 1520 (L.E. section of data report)</li> <li>• Number of cases/incidents investigated 1296 (L.E. section of data report)</li> <li>• Number of domestic-related reports in which digital photographs were collected 854 (L.E. section of data report)</li> <li>• Narrative on status: Photographs were taken in 80% of all physical domestic violence cases. Cases that were verbal did not require photos to be taken.</li> </ul>
<p>90 percent of Orders of Protection filed will be entered into Leads in 24 hours of filing.</p>	<ul style="list-style-type: none"> <li>• Number of Orders of Protection requested 241</li> <li>• Number of Orders of Protection filed 228</li> </ul> <p>(Data is found in L.E., victim services and prosecution sections) Narrative on status: Orders of Protection are tracked as temporary and final OP's. We have combined the numbers of each category to achieve this total number. These numbers come from victim services and prosecution data collection</p>
<p>80 percent of domestic-related arrests will be referred for prosecution</p>	<ul style="list-style-type: none"> <li>• Number of domestic-related arrests 1520 (L.E. section of data report)</li> <li>• Number of domestic-related arrests referred for prosecution 1520 (L.E. section of data report)</li> <li>• Number of case referrals received 606 (Prosecution section of data report)</li> <li>• Narrative on status: 100% of DV arrests were referred for prosecution. All arrests are referred to prosecution 100% of the time. There are 606 Cases in which an arrest was not made but</li> </ul>

	sent up to prosecution as a referral for prosecution.
90 percent of domestic-related arrests will be reviewed for completeness and additional evidence necessary	<ul style="list-style-type: none"> <li>• Number of case referrals received 606</li> <li>• Number of cases in which charges were filed 546</li> <li>• Number of cases in which an affirmative decision was made not to file charges 60</li> <li>• Number of cases transferred to a higher or lower court 0 (All data can be found in the prosecution section of data report)</li> <li>• Narrative on status: 90% of all DV related arrests have been reviewed for completeness.</li> </ul>
85 percent of victims will receive legal advocacy services	<ul style="list-style-type: none"> <li>• Number of victims receiving legal advocacy services 235 (Victim services section of data report)</li> <li>• Number of victims assisted with Order of Protection 200 (L.E., Victim services and prosecution sections of data report)</li> <li>• Narrative on status: more than 85% of clients receiving legal advocacy were assisted with orders of protection</li> </ul>

## PART V: REVIEW OF PROGRESS

How has the development of the MDT changed the way the partner agencies interact with other criminal justice and victim service agencies?

The MDT approach to a Coordinated Community Response to Domestic Violence has helped our county to communicate more effectively and understand the jobs of other agencies in order to be more productive. Each department can communicate in a more efficient manner in order to follow through with each case with a full understanding of all of the details that go along with particular cases. MDT partners communicate from the arrest and the referral to victim services to prosecution and right down to the probation department in many cases. The MDT has opened the lines of communication between every department and has also joined numerous agencies in McLean County into a network of communication. With this new collaborative effort our community is more aware of resources and services available in McLean County.

Explain any refinements that will need to be made to the protocols.

McLean County is in the process of making continuous revisions to the universal protocol throughout the next couple of years of this grant to achieve a protocol that includes various organizations that are new to our Multi-Disciplinary Team. We are refining the wording of our protocol to ensure that they can benefit all organizations in our community.

What barriers or obstacles to implementation has the MDT encountered?

Our agencies are spread out a little more than other counties working on this VAWA project. This can mean that sharing data and producing reports can be a little more challenging. However, even with this geographic discrepancy we work together very effectively and have set some effective guidelines to aid us in our communication.

How will you address these barriers?

We are making changes to accommodate this challenge. Some of these changes include more frequent meetings with team members and more communication with the Project Coordinator regarding the happenings in each department. A more organized method of data collection will help to report our progress to the MDT more effectively.

What training has the MDT members attended and how has this affected the MDT?

The Fifth International Conference on Domestic Violence in San Diego CA gave essential information regarding Domestic Violence and how it has evolved over the past few years. The information presented at this conference has inspired our project. Our team received cross training of other disciplines which helped them to have a better understanding of other aspects of the law enforcement system. Team members were trained new and innovative ways to protect victims and to prosecute more effectively. Numerous lethality assessments were presented and taught to the team to have a better understanding of how to effectively use a lethality assessment.

Five team members attended the Coordinated Community Response Conference in Duluth MN. Through the efforts of our team members we will present the information we learned to our team as well as partner agencies in our community in December. We learned how to more effectively achieve a coordinated community response. Along with this we were presented with new and different ideas and resources in order to aid us in our effort to build an effective coordinated community response.

The Project Coordinator attended the VESSA Training in Springfield. This training was beneficial to our team because it allowed us to bring this information back to the team and inform them of this Act. It also was presented to the CAEPV board that the Project Coordinator is on in order to inform employers of this new Act and how it can help workers and their families.

The Project Coordinator and the funded Assistant State's Attorney attended the 40 Hour Victim Services Training. This was beneficial to our team by having these two team members understand the job and components of victim services.

ASA Jane Foster attended the National District Attorneys Conference at Hollings National Advisory Center. At this training prosecutors were trained on evidence based prosecution.

Along with this various methods of lethality assessments were evaluated.

What trainings do the MDT members still need?

We hope to have the entire MDT, police officers, prosecutors, victims service advocates, probation and other community members trained to use our selected Lethality Assessment Tool in the next few months.

## PART VI: GOALS AND OBJECTIVES

**Goal 1:** Improve communication between Multi-Disciplinary Team partners

Objective	Performance Indicator
<ul style="list-style-type: none"> <li>➤ Review coordinated domestic violence Protocols every year of project implementation</li> </ul>	<ul style="list-style-type: none"> <li>➤ Date coordinated domestic violence Protocols reviewed</li> <li>➤ Number of changes made to protocols</li> </ul>
<ul style="list-style-type: none"> <li>➤ Team attends Family Violence Coordinating Council meetings and provides Council progress report of project activities</li> </ul>	<ul style="list-style-type: none"> <li>➤ Number of Family Violence Coordinating Council meetings attended by project staff</li> <li>➤ Number of project progress reports provided to Council</li> </ul>
<ul style="list-style-type: none"> <li>➤ Conduct monthly Multi-Disciplinary Team meetings for funded staff</li> </ul>	<ul style="list-style-type: none"> <li>➤ Number of monthly Multi-Disciplinary Team meetings conducted</li> </ul>
<ul style="list-style-type: none"> <li>➤ Conduct quarterly Multi-Disciplinary Team Steering meeting for Heads of funded agencies</li> </ul>	<ul style="list-style-type: none"> <li>➤ Number of quarterly Multi-Disciplinary Team Steering meetings conducted</li> </ul>

**Goal 2:** Improve jurisdictional response to victims of domestic violence.

Objective	Performance Indicator
<ul style="list-style-type: none"> <li>➤ 85 percent of all victims of domestic-related offenses reported to law enforcement will be told of victim's rights under Illinois Domestic Violence Act and be referred to the victim service agency for additional information/services</li> </ul>	<ul style="list-style-type: none"> <li>➤ Number of domestic-related offenses reports to law enforcement</li> <li>➤ Number of victims informed of rights</li> <li>➤ Number of these reports in which victims were referred to victim service agency</li> </ul>
<ul style="list-style-type: none"> <li>➤ 80 percent of victims that were seeking services</li> </ul>	<ul style="list-style-type: none"> <li>➤ Number of victims served</li> <li>➤ Number of victims partially served</li> <li>➤ Number of victims not served</li> </ul>
<ul style="list-style-type: none"> <li>➤ Digital photographs will be collected in 80 percent of domestic-related reports to law enforcement</li> </ul>	<ul style="list-style-type: none"> <li>➤ Number of victims served</li> <li>➤ Number of domestic-related incident reports</li> <li>➤ Number of domestic-related cases/incidents investigated</li> <li>➤ Number of domestic-related reports in</li> </ul>

	which digital photographs were collected
➤ 80 percent of Orders of Protection filed that are granted	➤ Number of Orders of protection requested ➤ Number of Orders of Protection granted
➤ 80 percent of domestic-related arrests will be referred for prosecution	➤ Number of domestic-related arrests ➤ Number of domestic-related arrests referred for prosecution
➤ 90 percent of domestic-related arrests will be reviewed for completeness and additional evidence necessary	➤ Number of domestic-related cases received ➤ Number of domestic-related cases where charges were filed ➤ Number of domestic-related cases in which an affirmative decision was made not to file charges ➤ Number of cases transferred to a higher or lower court
➤ 85 percent of victims will receive legal advocacy services	➤ Number of victims receiving legal advocacy services ➤ Number of victims assisted with Order of Protection
➤ 40 percent of cases charged as felonies	➤ Number of misdemeanor charges ➤ Number of felony charges ➤ Number of charges dropped
➤ 80 percent of offenders will receive intense probation services	➤ Number of unduplicated count of cases receiving probation services ➤ Number of face-to-face meetings with offender ➤ Number of telephone contact with offender ➤ Number of unscheduled surveillance of offender

## PART VII: PROGRAM STRATEGY

What direction do you see your MDT moving and how do you plan on achieving this?

Over the course of the next year the MDT will have implemented the lethality assessment to every funded and non funded partner agency in McLean County. The MDT is planning on doing DV training in hospitals and schools to raise awareness as well as provide necessary information to our community health care organizations and school districts. Through our monthly meetings we hope to achieve more productive and timely accomplishments of our goals. Over the course of the next year we will continue to improve our communication skills and do many community awareness events to raise awareness of DV.

### PARTVIII: IMPLEMENTATION SCHEDULE

The implementation schedule should be used as a planning tool for the program and should reflect a realistic projection of how the program will proceed. The implementation schedule should indicate the activities and services that will be provided; the month the activity begins; the month the activity is completed; the personnel responsible for each activity and the frequency with which the activity will be provided.

Activity	Month Begun	Month Completed	Agency/Personnel Responsible	If ongoing, how often?
<i>Example: Coordinate the MDT meeting with frontline staff</i>	Month 1	Month 12	Project Coordinator	Monthly
Conduct MDT meetings with funded and un-funded partners	Month 1	Month 12	Project Coordinator and all project staff	Monthly
Track all domestic violence cases	Month 1	Month 12	Project Coordinator, Law Enforcement, and State's Attorney's Office	Monthly
Roll Call Training for Law Enforcement	Month 3	Month 3	Project Coordinator, State's Attorney's Office and Countering Domestic Violence	Yearly
Implicate a Uniform Lethality Assessment Tool – begin training all grant and community partners	Month 1	Month 12	Project Coordinator, all project staff and un-funded partners that wish to participate	
Meet with DV Task Force Members	Month 3	Month 12	project coordinator, and all project staff	Monthly

PERSONNEL SERVICES Job Title	Annual Salary	# Months On Program	% Time On Program	Federal Amount	Match Contribution	Total Cost
DV Deputy Sheriff	\$ 43,906.00	12	100%	\$ 43,906.00	\$ -	\$ 43,906.00
Dv Deputy Sheriff(Holiday & Overtime)	\$ 3,635.00			\$ 3,635.00	\$ -	\$ 3,635.00
Sheriff's Program Supervisor	\$ 60,000.00	12	10%		\$ 6,000.00	\$ 6,000.00
		<b>Total FTE</b>	<b>1.10</b>	\$ -	\$ -	\$ -
			<b>Total Salary</b>	\$ 47,541.00	\$ 6,000.00	\$ 53,541.00
			<b>Fringe Benefits (Use figure from Fringe Benefit Worksheet)</b>	\$ 15,245.00		\$ 15,245.00
			<b>TOTAL PERSONNEL SERVICES</b>	\$ 62,786.00	\$ 6,000.00	\$ 68,786.00

Budget Narrative for Personnel. Please give a brief description for each line of the Personnel Services Budget.  
(See Attached Budget Instructions)

The Sheriff's Department will have one full time deputy devoted solely to domestic violence cases. He will conduct follow-up investigations, obtain witness statements, serve subpoenas, photograph injuries and refer to partner agencies for victim services. Federal funds are also requested to include overtime and holiday payment for the Deputy Sheriff to adequately respond to domestic violence cases in a thorough fashion. The Sheriff's Department employee Lieutenant Bonnie Serone will supervise the program. Her time will be a match contribution. Two fringe benefits worksheets have been attached as the Law Enforcement Advocates and the Deputies have different fringe benefit rates.

EQUIPMENT Item	Cost per Unit	# of Units	Pro-rated Share	Federal Amount	Match Contribution	Total Cost
2006 Chevrolet squad car	\$ 17,000.00				\$ 17,000.00	\$ 17,000.00
					\$ -	
					\$ -	
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
<b>TOTAL EQUIPMENT COST</b>				\$ -	\$ 17,000.00	\$ 17,000.00

Budget Narrative for Equipment. Please give a brief description for each line of the Equipment Budget.

One 2006 new purchase squad car will be assigned to our DV officer. This will be a take home squad car used by him alone.

COMMODITIES Item	Cost / Month	# of Months	Federal Amount	Match Contribution	Total Cost
N/A	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
<b>TOTAL COMMODITIES COST</b>					\$ -

Budget Narrative for Commodities. Please give a brief description for each line of the Commodities Budget.  
(See Attached Budget Instructions)

TRAVEL	Cost/Mile	# of Miles/mo	# of Months	Federal Amount	Match Contribution	Total Cost
Program Staff Mileage*				\$ -	\$ -	\$ -
Client Transportation				\$ -	\$ -	\$ -
Conference Travel**	1500			\$ 1,500.00	\$ -	\$ 1,500.00
Airfare				\$ -	\$ -	\$ -
Other (Specify)				\$ -	\$ -	\$ -
<b>TOTAL TRAVEL COST</b>				\$ 1,500.00	\$ -	\$ 1,500.00

\* State rate is calculated at \$.36/mile. If agency rate is lower use that lower rate.

\*\* Out of State Travel requires prior Authority approval.

Budget Narrative for Travel. Please give a brief description for each line of the Travel Budget.  
(See Attached Budget Instructions)

Federal funds are requested to send the Domestic Violence Officer to a national conference. Once a conference has been selected, details will be forwarded to the Authority for prior review and approval. The total federal funds requested are \$1,500.

CONTRACTUAL	Cost/month	Salary	% Time on program	Pro-rated Share	Federal Amount	Match Contribution	Total Cost
Cell Service					\$ -	\$ -	\$ -
Telephone Service					\$ -	\$ -	\$ -
Pager service					\$ -	\$ -	\$ -
Conference Registration Fees	\$ 500.00				\$ 500.00	\$ -	\$ 500.00
Use Boxes Below for Contractual Personnel					\$ -	\$ -	\$ -
Data Manager		27,000	3%			\$ 810.00	\$ 810.00
Law Enforcement Advocate Supervisor		43,850	10%			\$ 4,385.00	\$ 4,385.00
Law Enforcement Advocate		\$ 29,000.00	12	100%	\$ 23,755.00	\$ 5,245.00	\$ 29,000.00
Law Enforcement Advocate		\$ 28,000.00	12	100%	\$ 24,622.00	\$ 3,378.00	\$ 28,000.00
Law Enforcement Advocate		\$ 28,000.00	12	50%	\$ 12,623.00	\$ 1,377.00	\$ 14,000.00
Fringe Benefits					\$ 10,879.00	\$ 8,971.00	\$ 19,850.00
<b>TOTAL CONTRACTUAL COST</b>					<b>\$ 72,379.00</b>	<b>\$ 24,166.00</b>	<b>\$ 96,545.00</b>

Budget Narrative for Contractual. Please give a brief description for each line of the Contractual Budget.  
 (See Attached Budget Instructions)

429 Registration fees in the amount of \$500 are requested for the DV Deputy to attend a national conference.

A total of 2.5 Law Enforcement Advocates will be funded through this project. One half-time Advocate will work with the McLean County Sheriff's Office; One full-time Advocate will work with the Bloomington Police and one full-time Advocate will work with Normal Police Department.

The Advocates will work in conjunction with the respective law enforcement officers to conduct follow-up visits with domestic violence victims in an effort to provide additional information regarding services available to them and referrals to various services when appropriate. The Law Enforcement Advocates' supervisor's time will be a match contribution. She completes the necessary reports and supervises the the program.

The Law Enforcement Advocates' data manager's time will be a match contribution. She is responsible for retrieving data for all all ICJIA reports.

	Federal Amount	Match Contribution	Total Cost
<b>GRAND TOTAL</b>			
PERSONNEL SERVICES	\$ 62,786.00	\$ 6,000.00	\$ 68,786.00
EQUIPMENT		\$ 17,000.00	\$ 17,000.00
COMMODITIES	\$ -	\$ -	\$ -
TRAVEL	\$ 1,500.00	\$ -	\$ 1,500.00
CONTRACTUAL	\$ 72,379.00	\$ 24,166.00	\$ 96,545.00
<b>TOTAL COST</b>	\$ 136,665.00	\$ 47,166.00	\$ 183,831.00

All procurements must be competitive

**FRINGE BENEFIT WORKSHEET: Agreement # 602171, Fringe for one DV Deputy**

Use this sheet to calculate the fringe benefits to be paid for project personnel. For each element of the benefit package, indicate the dollar amount of the flat rate paid per employee or the rate as a percentage of salary. Use the **TOTAL FRINGE BENEFITS** amount from this worksheet as the fringe benefit dollar amount on the **BUDGET** under **PERSONNEL SERVICES**.

<b>RATED FRINGE BENEFITS</b>	<b>Rate as % of Salary</b>
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	19.010%
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	26.660%
Total Salary Paid By Grant (Total Salary for Personnel in the Budget Detail)	\$43,906.00
<b>TOTAL RATED FRINGE BENEFITS</b>	<b>\$11,705</b>
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$ per FTE</b>
HEALTH/MEDICAL INSURANCE	\$3,000.00
OTHER (SPECIFY)	
FOP contract clothing allowance	\$540.00
Total Flat Rate Fringe	\$3,540.00
Number of grant-funded FTE (full-time equivalent) positions	1.00
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$3,540</b>
<b>TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)</b>	<b>\$15,245</b>

**FRINGE BENEFIT WORKSHEET: Agreement # 602171 Advocates**

Use this sheet to calculate the fringe benefits to be paid for project personnel. For each element of the benefit package, indicate the dollar amount of the flat rate paid per employee or the rate as a percentage of salary. Use the TOTAL FRINGE BENEFITS amount from this worksheet as the fringe benefit dollar amount on the BUDGET under PERSONNEL SERVICES.

<b>RATED FRINGE BENEFITS</b>	<b>Rate as % of Salary</b>
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	6.500%
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	14.150%
Total Salary Paid By Grant (Total Salary for Personnel in the Budget)	\$75,385.00
<b>TOTAL RATED FRINGE BENEFITS</b>	<b>\$11,239</b>
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$ per FTE</b>
HEALTH/MEDICAL INSURANCE	\$3,000.00
OTHER	
Total Flat Rate Fringe	\$3,000.00
Number of grant-funded FTE (full-time equivalent) positions	2.63
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$8,611</b>
<b>TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)</b>	<b>\$19,850</b>

**EXHIBIT B: BUDGET  
IDENTIFICATION OF SOURCES OF FUNDING**

**Implementing Agency: McLean County Sheriff's Department  
Agreement #: 602171**

	<u>SOURCE</u>		<u>AMOUNT</u>
<b>Federal Amount:</b>	Violence Against Women Act FFY01	\$	136,665.00
		Subtotal:	\$ 136,665.00
<b>Match:</b>	McLean County Sheriff's Department	\$	45,555.00
		Subtotal:	\$ 45,555.00
<b>Over Match:</b>	McLean County Sheriff's Department	\$	1,611.00
		Subtotal:	
	<b>GRAND TOTAL</b>	\$	<b>183,831.00</b>

Members Renner/Cavallini moved the County Board approve a Request for Approval to Accept a Grant from the Illinois Criminal Justice Information Authority to Fund a Domestic Violence Multi-Disciplinary Team Program, Grant #602171 – Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the General Report is located on pages 437-445. He stated that it had been requested by a couple of the Members of the Justice Committee for him to call the Board's attention to the discussions they had with respect to the renovations in the first floor of the Law & Justice Center entrance to the Sheriff's Department and particularly to the programs that might be affected by the decisions or the proposals that are there.

**LAND USE AND DEVELOPMENT COMMITTEE:**  
Member Gordon, Chairman, stated the Land Use and Development Committee had no items for action and their General Report can be found on pages 446-454.

FINANCE COMMITTEE:

Member Sorensen, Chairman, presented the following:

AN ORDINANCE OF THE McLEAN COUNTY BOARD  
SETTING FEES TO BE CHARGED BY THE McLEAN COUNTY CLERK  
FOR COPIES OF BIRTH AND MARRIAGE CERTIFICATES

WHEREAS, 55 *ILCS* 5/4-4001 allows the McLean County Board and the County Clerk to conduct a user fee study of the fees charged by the County Clerk and to raise the fees charged by the County Clerk if the full cost of the services provided exceeds the statutory fee; and,

WHEREAS, 55 *ILCS* 5/4-4001 requires that an independent, professional cost accounting firm be retained to complete the cost accounting study of the fees charged by the County Clerk; and,

WHEREAS, the McLean County Board and the County Clerk retained the services of MAXIMUS, Inc., a national cost accounting firm with substantial experience in analyzing the cost of fee services in accordance with the provisions of 55 *ILCS* 5/4-4001 and the United States Office of Management and Budget Circular A-87; and,

WHEREAS, the Cost Accounting Study of the Fees charged by the County Clerk documented that the full cost of services provided for the First Certified Copy of a Birth Certificate or a Marriage Certificate exceeds the current revenue received and, therefore, the County Board is permitted to adjust current fee levels of these services to recover the actual cost of services provided; and,

WHEREAS, the County Clerk has carefully reviewed the findings of the Cost Accounting Study and has recommended to the Finance Committee that the fees charged by the County Clerk for the second and each additional copy of a Birth Certificate or a Marriage Certificate be adjusted in accordance with the provisions of 55 *ILCS* 5/4-4001; and,

WHEREAS, in addition to the fee charged by the County Clerk for the second and each additional copy of a Birth Certificate or a Marriage Certificate, the County Clerk is also permitted to charge an additional \$2.00 fee for document storage and retention; and,

WHEREAS, adoption of the fees as recommended will result in an equitable total cost of obtaining said documents from the County Clerk or from the County Health Department; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, January 3, 2006, recommended that the fees charged by the County Clerk for the second and each additional copy of a Birth Certificate or a Marriage Certificate be adjusted in accordance with the schedule of fees for service incorporated in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the McLean County Board as follows:

- (1) The fees charged by the County Clerk for the following services shall be established and set in accordance with the following schedule:

(2)

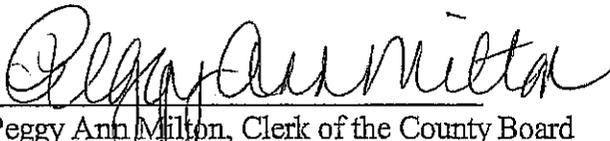
	<u>Current</u>	<u>New</u>
(a) <u>For the second and each additional Copy of a Birth Certificate:</u>	\$ 2.00	\$ 4.00
(b) <u>For the second and each additional Copy of a Marriage Certificate:</u>	\$ 2.00	\$ 4.00

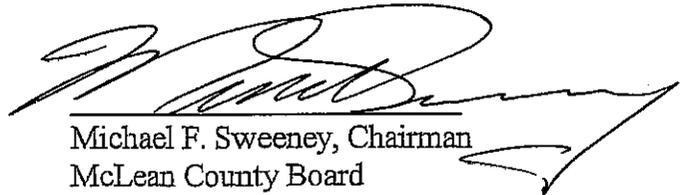
- (2) This Ordinance shall not supersede any other Ordinance enacted by the McLean County Board which establishes and sets fees to be charged for other services provided by the McLean County Board.
- (3) The County Clerk shall provide a Certified Copy of this Ordinance to the McLean County Clerk and the County Administrator.
- (4) This Ordinance shall become effective February 1, 2006.

ADOPTED by the McLean County Board this 17th day of January, 2006.

ATTEST:

APPROVED:

  
Peggy Ann Milton, Clerk of the County Board  
McLean County, Illinois

  
Michael F. Sweeney, Chairman  
McLean County Board



PeggyAnn Milton  
McLean County Clerk

(309) 888-5190

Fax (309) 888-5932

Tax Administration (309) 888-5187

Elections Administration (309) 888-5186

104 W. Front Street, Room 704 • P.O. Box 2400 • Bloomington, IL 61702-2400

E-mail: [peggyann@mclean.gov](mailto:peggyann@mclean.gov) Website: [www.mclean.gov/countyclerk](http://www.mclean.gov/countyclerk)

VVE VE MOVED LO:

Government Center

115 E Washington Street, Room 102

PO Box 2400

Bloomington, IL 61702-2400

[www.mcleancountyl.gov/countyclerk](http://www.mcleancountyl.gov/countyclerk)

[peggyann.milton@mcleancountyl.gov](mailto:peggyann.milton@mcleancountyl.gov)

DATE: December 27, 2005

TO: Chairman Sorensen  
Honorable Members of the Finance Committee

FROM: PeggyAnn Milton

RE: Increase in Fees

We respectfully request to increase our fees by \$2.00 for each additional certified copy of birth and marriage certificates.

Thank you for your consideration of this matter.

Members Sorensen/Moss moved the County Board approve a Request for Approval of an Ordinance of the McLean County Board Setting Fees to be Charged by the McLean County Clerk for Copies of Birth and Marriage Certificates – County Clerk's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD  
APPROVING THE REQUEST RECEIVED FROM  
THE MOUNT HOPE TOWNSHIP SUPERVISOR  
TO CHANGE POLLING PLACES

WHEREAS, the Supervisor of Mount Hope Township has formally requested that the polling place in Mount Hope Township be changed for the March, 2006 primary election and the November, 2006 general election; and,

WHEREAS, the Supervisor of Mount Hope Township has recommended that the polling place be moved from the Mount Hope Township Building to the Mount Hope-Funks Grove Park District Building (formerly the McLean-Waynesville Grade School), 101 North West Street, McLean, Illinois; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, January 2, 2006, recommended approval of the request received from the Supervisor of Mount Hope Township; now, therefore,

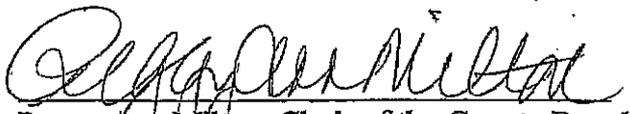
BE IT RESOLVED by the McLean County Board as follows:

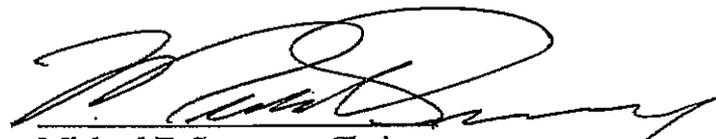
- (1) The McLean County Board hereby approves the recommendation received from the Supervisor of Mount Hope Township that the polling place be moved from the Mount Hope Township Building to the Mount Hope-Funks Grove Park District Building (formerly the McLean-Waynesville Grade School), 101 North West Street, McLean, Illinois
- (2) The McLean County Board hereby requests that the County Clerk provide a certified copy of this Resolution to the Supervisor of Mount Hope Township and the First Civil Assistant State's Attorney.

ADOPTED by the McLean County Board this 17th day of January, 2006.

ATTEST:

APPROVED:

  
Peggy Ann Milton, Clerk of the County Board  
McLean County, Illinois

  
Michael F. Sweeney, Chairman  
McLean County Board

**MT. HOPE TOWNSHIP**

McLEAN, ILL. 61754

**RECEIVED**

DEC 21 2005

PEGGY ANN MILTON  
COUNTY CLERK

Dec. 21, 2005

To: Peggy Ann Milton  
McLean County Clerk  
115 E. Washington Str., Rm. 102  
Bloomington, Ill. 61702-2400

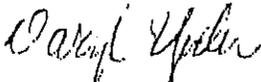
Re: change of polling place in Mt. Hope Township

Ms. Milton:

Mt. Hope Township has recently sold their building to the Village of McLean. This leaves us to ask for a change of polling places within the Township. The Mt. Hope-Funks Grove Park Dist. has taken over the former McLean-Waynesville Grade School, street address of 101 N. West Str., McLean, Ill., and has graciously granted our request to utilize this facility for a polling place.

The library within the building is conveniently located inside the North door, is completely handicapped accessible, and offers more than ample parking. Also added space is welcome as our former polling place was somewhat cramped at times. We would then request that this change be made.

Thank You,



Daryl Yoder, Mt. Hope Township Supervisor



PeggyAnn Milton  
McLean County Clerk  
(309) 888-5190  
Fax (309) 888-5932  
Tax Administration (309) 888-5187  
Elections Administration (309) 888-5186  
104 W. Front Street, Room 704 • P.O. Box 2400 • Bloomington, IL 61702-2400  
E-mail: peggyann@mclean.gov Website: www.mclean.gov/countyclerk

Government Center  
115 E Washington Street, Room 102  
PO Box 2400  
Bloomington, IL 61702-2400  
[www.mcleancountyil.gov/countyclerk](http://www.mcleancountyil.gov/countyclerk)  
[peggyann.milton@mcleancountyil.gov](mailto:peggyann.milton@mcleancountyil.gov)

DATE: December 21, 2005  
TO: Chairman Sorensen  
Honorable Members of the Finance Committee  
FROM: Denise Cesario, Elections Administrator *Denise Cesario*  
RE: Polling Place Change

Enclosed please find a request from Mt. Hope Township to change the location of their polling place. We are in support of the change.

We respectfully request your approval of this change.

Thank you.

Enclosure

Members Sorensen/Hoselton moved the County Board approve a Request for Approval for Change in Polling Place for the Mt. Hope Township to the Former McLean-Waynesville Grade school, 101 N. West Street, McLean IL – County Clerk's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

An Ordinance of the McLean County Board  
Amending the 2005 Combined  
Appropriation and Budget Ordinance for Fund 0105

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2005 appropriation in Fund 0105 Preventive Health Grant program, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

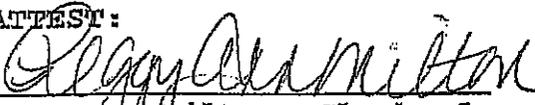
1. That the Treasurer is requested to increase revenue line 0410-0035 Unclassified Revenue in Fund 0105, Department 0061, Program 0067, by \$5,550 from \$0 to \$5,550.
2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0105, Department 0061, Program 0067, Preventive Health Grant as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE	NEW AMOUNT
0612-0003	Educational Materials	\$14,704	\$ 2,050	\$16,754
0701-0001	Advertising	\$14,282	\$ 3,500	\$17,782
TOTALS:		\$28,986	\$ 5,550	\$34,536

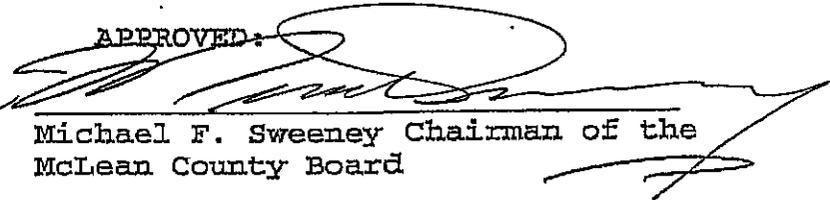
3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this 17 day  
of Jan, 2005

ATTEST:

  
Peggy Ann Milton, Clerk of  
the McLean County Board of  
the County of McLean

APPROVED:

  
Michael F. Sweeney Chairman of the  
McLean County Board

F:\adm\budg\05Asthmaamend

Budget Amendment Narrative  
Grant Fund 0105  
Asthma Grant and Wellness Incentives

The McLean County Health Department received two small grants from the Illinois Department of Public Health to provide and coordinate asthma prevention activities in McLean County. The grant was primarily utilized for advertising and promoting asthma prevention activities conducted and coordinated by the Health Departments Health promotion Department. The two grants combined covered parts of two County Fiscal years but required an amendment to the FY2005 Budget for the period January 1, 2005 through December 31, 2005. The two grant components consisted of \$2,500 for the period 1/1/05 through 10/29/05 and \$1,000 for the period 10/30/05 through 12/31/05.

In addition to the Asthma Grant program added in FY2005 the Health Department is asking to amend the budget in the same grant fund to appropriate resources and recognize revenues obtained for a wellness program activity sponsored by the Department. During FY2005 the Health Department purchased digi-walkers as part of the Heart Smart for Women grant program. The Illinois Department of Public Health formulated the program as a method to distribute educational materials to the community and allow for discretionary purchases of additional program related materials that the grant could not provide. The Health Department purchased the digi-walkers from an independent vendor and sold them to program participants who wanted additional units for friends and family members. The total revenues and expenses associated with this operation totaled \$2,050. Since the initial proposal was such a small component of an existing grant program the administrative decision was made to monitor the wellness program activity within the existing appropriation of the grant fund using the Unclassified Revenue Line. As the year progressed the Asthma Grant was added and the spending patterns between the grant fiscal years and the County fiscal year precipitated this amendment. The FY2006 budget development incorporated all these grant components into discreet revenue lines for more comprehensive fiscal monitoring.

Members Sorensen/Renner moved the County Board approve a Request for Approval of an Ordinance of the McLean County Board Amending the 2005 Combined Appropriation and Budget Ordinance for Grant Fund 0105, Asthma Grant and Wellness Incentives – Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

## PROFESSIONAL SERVICES AGREEMENT

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_, by and between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", the McLean County State's Attorney, hereinafter known as "State's Attorney", and Costigan & Wollrab, P.C. Attorneys at Law, hereinafter known as, "the Firm".

WHEREAS, the County has authority under *Illinois Compiled Statutes*, Chapter 55, Section 5/5-1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, the State's Attorney and the County Board agree it is necessary to obtain professional legal services for the representation of the County in certain civil cases; and

WHEREAS, the Firm has the capacity to provide such legal services, now, therefore,

### IT IS AGREED AS FOLLOWS:

1. The Firm shall, upon the request of the State's Attorney, represent the County, its officers, employees, and/or agents in civil cases assigned to it and provide evaluations concerning claims which have been made against the County and unasserted claims which may be made against the County but in which no litigation has been filed.
2. That upon assignment, the Firm shall further assign each case or matter to a specific partner and associate, both being identified in a letter of receipt and acknowledgement that shall be promptly mailed to the Civil Assistant State's Attorney and the County's Risk Manager. The Firm shall make status reports to the Civil Assistant State's Attorney and the County's Risk Manager at least quarterly, unless otherwise requested or necessitated by developments. The Firm shall also handle telephone inquiries from the County Administrator, the State's Attorney, the Civil Assistant State's Attorney, and the County's Risk Manager, or their designees on cases and matters which have been assigned to the Firm.
3. The Firm shall, from time to time, make appearances before the

McLean County Board or its committees; meet with the County Administrator, the State's Attorney, the Civil Assistant State's Attorney and/or the County's Risk Manager, or their designees in connection with the Firm's status reporting and claims evaluation responsibilities; and present educational seminars and forums to the County on legal topics of mutual interest.

4. The Firm shall provide copies of all correspondence and pleadings filed in assigned cases to the Civil Assistant State's Attorney and the County's Risk Manager.
5. The Firm shall assist the County's outside auditors by responding in writing to their annual request for a legal opinion concerning any pending or threatened litigation, claims and assessments or unasserted claims and assessments.
6. The Firm's attorneys shall be licensed to practice law in the State of Illinois and be in good standing with the Illinois Attorney Registration and Disciplinary Commission.
7. The Firm's attorneys are hereby appointed Special Assistant State's Attorneys solely for legal work performed on assigned cases for the duration of this Agreement.
8. That commencing January 1, 2006, the Firm shall charge and the County shall pay to the Firm \$175.00 per hour for work performed by partners and \$135.00 per hour for work performed by associates. The minimum billing unit shall be 1/10<sup>th</sup> of an hour and the billings shall be provided in itemized form on a monthly basis. Billings shall also be made individually, per file.
9. The Firm and its attorneys are and shall be independent contractors for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County or State's Attorney in so far as the manner and means of performing the services and obligations of this Agreement. However, the County and State's Attorney reserve the right to review the Firm's and its attorneys' work during the performance of this Agreement to ensure that this Agreement is performed according to its terms.

10. The Firm and its attorneys shall secure and maintain malpractice insurance in the minimum amount of \$1,000,000 per occurrence and workers' compensation insurance in accordance with Illinois law for itself as well as its attorneys, paralegals, legal assistants, secretaries and/or other employees and, upon request, supply to the County certificates of insurance evidencing such coverage.
11. The parties agree that this Agreement shall commence on January 1, 2006 and shall terminate in accordance with the provisions of Paragraph 13 below.
12. This Agreement may be amended at any time by the mutual written agreement of the parties.
13. This Agreement is terminable at the will of any party upon the giving of sixty (60) days notice in writing. Written notice shall be mailed to the following addresses:

For the State's Attorney:

William A. Yoder, State's Attorney  
McLean County Law & Justice Center  
104 West Front Street, Suite 605  
Bloomington, Illinois 61701

For the County:

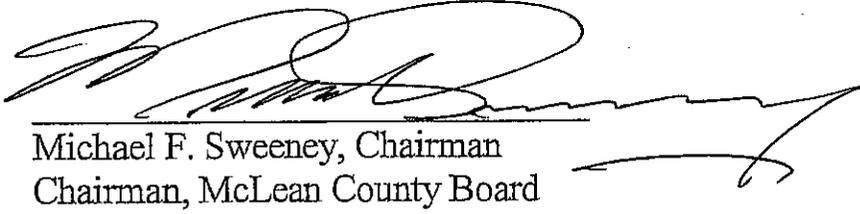
John M. Zeunik, County Administrator  
Government Center, Room 401  
115 East Washington Street  
P.O. Box 2400  
Bloomington, Illinois 61702-2400

For the Firm:

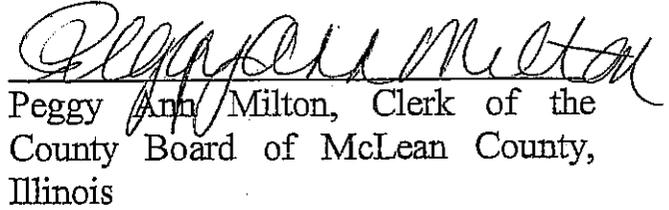
David Wochner, Senior Partner  
Costigan & Wollrab, P.C.  
308 East Washington Street  
P.O. Box 3127  
Bloomington, IL 61702-3127

IN WITNESS THEREOF, the parties have affixed their respective signatures on the date first above noted.

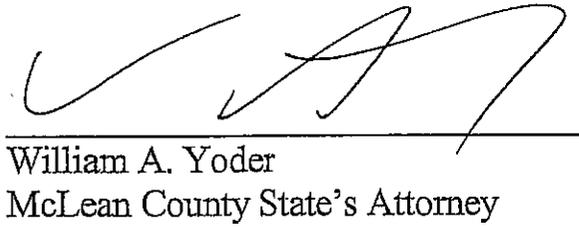
APPROVED:

  
Michael F. Sweeney, Chairman  
Chairman, McLean County Board

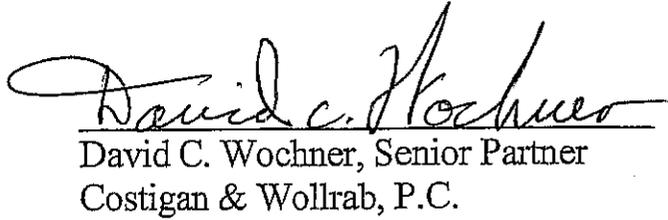
ATTEST:

  
Peggy Ann Milton, Clerk of the  
County Board of McLean County,  
Illinois

APPROVED:

  
William A. Yoder  
McLean County State's Attorney

APPROVED:

  
David C. Wochner, Senior Partner  
Costigan & Wollrab, P.C.



OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX (309) 888-5111

104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

December 23, 2005

Memo to: The Honorable Chairman and Members of the Finance Committee

From: John M. Zeunik 

Re: Professional Services Agreement – Costigan & Wollrab P.C.

For your review and approval, please find a Professional Services Agreement between Costigan & Wollrab P.C., the State's Attorney and the County for legal services provided by Costigan & Wollrab in certain civil cases. Costigan & Wollrab has been retained to represent the County in certain civil cases since the County Board approved the self-insurance program for general liability, property and workers' compensation in 1991.

In negotiating the contract renewal with Costigan & Wollrab, the State's Attorney and the Risk Manager added the following changes:

- In paragraph 1, the phrase "and unasserted claims which may be made against the County" has been added.
- In paragraph 3, at the end of the paragraph, the phrase "and present educational seminars and forums to the County on legal topics of mutual interest" has been added.
- In paragraph 10, the minimum insurance coverage per occurrence for the firm's attorneys, paralegals, legal assistants, secretaries and/or other employees has been specified.

The most significant change in the proposed Professional Services Agreement is the increase in the hourly rate to be charged by Costigan & Wollrab. Effective January 1, 2006, the hourly rate charged for work performed by partners increases from \$100.00 per hour to \$175.00 per hour and the hourly rate charged for work performed by associates increases from \$65.00 to \$135.00 per hour. Since the inception of the County's self-insurance program, this is the first increase in the hourly billing rate for legal services provided by Costigan & Wollrab. The State's Attorneys Office advises that even with

The Honorable Chairman and Members of the Finance Committee  
December 23, 2005  
Page Two

this increase, the proposed hourly billing rate is still below the average hourly billing rate for comparable legal firms in the County.

The State's Attorney, the Risk Manager and the County Administrator respectfully recommend approval of the contract with Costigan & Wollrab. If you have any questions concerning the proposed contract agreement, please call either Eric Ruud or myself at 888-5110.

Thank you for your kind assistance and cooperation.

Members Sorensen/Harding moved the County Board approve a Request for Approval of a Professional Services Agreement with Costigan & Wollrab P.C. for Legal Services – County Administrator's Office. Clerk Milton shows all Members present except Member Owens voting in favor of the Motion. Member Owens will not be voting on this due to a business agreement with this law firm. Motion carried.

Member Sorensen, Chairman, presented the following:

**MCLEAN COUNTY  
GENERAL COMPENSATION PLAN  
FOR NON-UNION EMPLOYEES**

January 1, 2006

**SECTION I: Definitions**

- A. Oversight Committee. The County Board committee assigned the responsibility of reviewing personnel salaries.
- B. AOIC. The Administrative Office of the Illinois Courts - Probation Division. Provisions which reference the AOIC only apply when the personnel involved are professional employees in the Court Services Department.
- C. General Employees. All professional, technical, administrative and support employees of McLean County whose annual salaries are determined in accordance with the McLean County General Compensation Schedule.
- D. Permanent Employees. Employees whose positions are recognized in the annual McLean County Budget as full-time (0503.xxxx account number) or part-time (0515.xxxx account number) and who have every expectation that their employment in that classification will continue from year to year without interruption.
- E. Promotion. A change in an employee's position classification to a position classification which has a higher pay range.
- F. Transfer. A change in an employee's position classification to a position classification which has the same or a lower pay range, or a change in the department in which the employee works.
- G. Demotion. An involuntary change in an employee's position classification to a position classification which has a lower pay range.
- H. Merit Anniversary Date. The date on which an employee is eligible for consideration for a salary increase based on performance.
- J. Position Appraisal Method (PAM). A system for evaluating and maintaining internal job relationships within the McLean County personnel system, implemented July 1, 2000.

**SECTION II: Annual Salary Adjustments**

All employees included in the General Compensation Schedule shall receive any across-the-board salary adjustment which is applied to their respective salary schedules.

### SECTION III: Philosophy Related to Step Progression

All pay grades on the General Compensation Schedules contain a range of salary rates, which allow employees in the same pay grade of the compensation system to receive different rates of pay.

- A. Pay Progression. McLean County expects its employees to progress along a salary range on some basis other than, and in addition to, any cost of living pay increases. This may take the form of a longevity system which is based on one's length of service, or a performance based system which provides merit.
- B. Merit Increases. McLean County believes that performance measurements and achievement provide the best methodology for determining pay progression. This allows an employee's rate of pay to be determined by the employee's own performance and value to the organization. It provides the department with an incentive tool to achieve departmental and organizational goals and encourages all employees to reach their maximum potential. Such increases also allow the department to differentiate among employees in order to recognize individuals whose performance is superior, as well as those who need to improve. We also recognize that the "average" or "satisfactory" employee should progress on the salary range in that their additional year of service has benefited the County. However, this component of pay progression is a minor portion of an employee's merit increase.
- C. Competency. The salary ranges adopted by McLean County are structured so that the midpoint of each such range represents "competency." Such competency is not just an indication that the employee has the necessary knowledge, skills, and abilities to perform the duties and responsibilities of the position, but also that the employee knows and understands the environment, including, as appropriate to the position, the political structure, other employees, outside contacts, etc.
- D. Beyond Competency. Progression along those wage steps which are above the midpoint of the salary range are reserved for employees whose performance consistently goes beyond competency. Advancement along these steps requires that the employee adds value to the position and the organization through their achievements on behalf of the organization.
- E. Maximum Limits. The salary range recognizes that there is a limit to the amount of achievement and value which an individual, by nature of the specific position classification which the employee occupies, can bring to the organization. Once an employee reaches the maximum salary rate for the position classification, the employee's annual compensation rate, albeit no longer progressing, rewards continual efforts and achievements.

#### **SECTION IV: Evaluations and Merit Increases**

- A. All merit increases require that a performance evaluation form, satisfactory to the County Administrator's Office and, as applicable, to the AOIC, be submitted to the County Administrator's Office along with the merit increase request, i.e. a completed Payroll Change Form. Whether or not the employee receives a merit increase, the evaluation form shall be sent to the County Administrator's Office no later than the Merit Anniversary Date. Said form shall be returned by that office to the Department Head within two weeks.
- B. All merit increases require an average evaluation score consistent with the merit step chart detailed in Section VI. Beyond the level of competency, i.e. the midpoint of the salary range, progression should become more difficult as the overall performance of the employee must be above that level required by the position. Thus, the amount of progression is less when the employee approaches midpoint and is further reduced as the employee progresses toward the maximum of the range.
- C. The County Administrator's Office may reject a merit increase, pending a review and decision by the Oversight Committee and, as applicable, the AOIC. Such action shall be based on the belief that merit increase(s) within a department are not consistent with merit principles or with the provisions of this compensation plan.
- D. The County Administrator's Office shall reject any request for a merit increase which does not conform to the provisions of this compensation plan or to the requirements of the performance evaluation instrument and instructions.

#### **SECTION V: Establishing Salaries**

A. New Hires. In order to recognize the value of long-term employees and to avoid wage compression within a pay grade, new hires should be employed at the minimum rate of their respective pay grades. If any position classification on the General Compensation Schedule includes employees scheduled for both a 37.5 hour workweek and a 40-hour workweek, the minimum and maximum hourly rate for that position classification shall be the minimum and maximum hourly rate for those on the 40-hour workweek schedule.

Each department head is authorized to offer a starting rate above the minimum, if necessary to employ a qualified candidate, subject to the following:

1. Department Head Discretion. The department head may offer a starting rate up to a maximum of 10 steps above the minimum rate to a candidate for any position classification.

2. Impacted Positions List. Candidates for position classifications requested by the County Administrator and approved by the Oversight Committee as "impacted" due to the difficulty of attracting and retaining qualified employees shall be eligible for the following, in addition to A.1. above:

a) Experience Credit. The employee may receive a maximum of an additional 3 steps of the minimum starting rate for each year of experience which is directly related to his new position with the County, limited to a total additional maximum of 12 steps.

b) Education Credit. A professional employee may receive a maximum of an additional 8 steps of the minimum starting rate for an educational degree which is directly related to his new position with the County and which is above the educational requirements for his position classification.

c) The County Administrator may approve a maximum of an additional 10 steps if, in his judgment, it is in the best interests of the County and necessary to attract the qualified employee.

3. Elected officials or department heads who believe the Department Head Discretion and Impacted Position policies would result in an insufficient starting rate for a candidate or vacancy must notify the County Administrator in sufficient time prior to the meeting of the Oversight Committee that they wish to request that the Oversight Committee set a higher starting rate for a particular candidate or vacancy. The Oversight Committee shall require a report from the County Administrator as to adjustments, if any, in the PAM Factors for the subject position.

B. Promotions. A promoted employee shall generally receive a 5% increase but not less than the minimum nor more than the maximum rate of the pay range for the employee's new position classification. Also, the increase may exceed 5% if the change in the employee's merit date is disadvantageous; in which case an additional percentage shall be added by calculating the number of months of merit lost by the employee and multiplying that by the potential merit increase in the employee's previous position classification. The exact increase shall be determined by the County Administrator in consultation with the department head. Any increase exceeding 10%, unless necessary to reach the minimum of the new salary range, requires the consent of the Oversight Committee and, as applicable, the AOIC. The employee's merit anniversary date will be the date of the promotion.

C. Transfers. Transferred employees shall retain their present salary and merit anniversary date; however, they shall not be eligible for a merit increase until serving at least three months in the

new position. If an employee transfers from one department to another within four (4) months of the next Merit Anniversary Date, the department receiving the employee may request, in writing, that the other department provide a completed performance evaluation form on that employee. The department providing the employee shall honor all such reasonable requests. Such requests should be made within one month of the employee's transfer.

D. Demotions. A demoted employee shall receive the same step in the new salary range as s/he received of the previous (higher) salary range. The extent of the decrease may be lessened if, projected over the next 12 months, this would result in a loss greater than the percentage differential between the two salary ranges. Also, the decrease may be lessened if the change in the employee's merit date is disadvantageous; in which case an additional percentage shall be added by calculating the number of months of merit lost by the employee and multiplying that by the potential merit increase in the previous position classification. Also, the department head may consult with the County Administrator's Office concerning possible arrangements to withhold future increases to mitigate the extent of present salary loss to the employee. Any such arrangement requires the written consent of the employee and must be reported to the Oversight Committee and, as applicable, the AOIC. The employee's merit anniversary date will be the date of the demotion.

#### **SECTION VI: Merit Increases**

A. Eligibility. All permanent general employees shall be eligible for merit increase consideration on their merit anniversary dates. Each employee eligible for a merit increase shall be evaluated in accordance with this compensation plan and the requirements of the evaluation instrument and instructions under departmental procedures so that said evaluation is completed and discussed with the employee prior to the actual Merit Anniversary Date. In the case of part-time employees, the actual Merit Anniversary Date shall not be considered to have occurred unless the employee has at least 900 hours of actual work hours (including benefit time) since the last merit increase (or 450 hours when the first merit increase is six months from the date of hire). The merit increase shall be effective at the beginning of the payroll period:

- 1) during which the employee's Merit Anniversary Date falls, assuming that the employee is normally scheduled to work on or after that date during that payroll period, if the Evaluation Form and Payroll Change Form are received in a timely manner; or
- 2) at the beginning of the next payroll period following the receipt of the Evaluation Form and Payroll Change Form by the County Administrator's Office, if these materials are late.

B. Probation. All newly hired employees shall serve a six-month probationary period which may be extended by the department head if additional time is necessary in order to properly evaluate the employee's prospect of success in the position. All such extensions must be reported in writing to the County Administrator's Office. Employees who successfully complete

their probationary period, except as noted, shall receive an increase of a maximum of steps indicated by the charts in Subsection C of this Section, and the end of probation shall be their merit anniversary date. Those employees who start at step 11 or above of the pay grade for the position classification shall retain their employment date as their merit anniversary date, regardless of the ending date of their probation.

C. Merit Increase Ranges. General employees who qualify for merit increases shall receive salary increases in accordance with the following schedules. Each step equals 1/2% (one-half percent) of the minimum salary for the particular pay grade and salary schedule. All evaluation scores are based on a total of five (5) possible points. The step columns refer to the employees' current step (prior to receiving this merit increase). For certain employees in the Court Services Department, who are under the jurisdiction of the AOIC, it is recognized that those below the midpoint of their respective salary ranges also receive merit and longevity credit within any annual salary adjustment, as described in Section II.

**GENERAL COMPENSATION SCHEDULE EMPLOYEES  
RANGE 13 AND HIGHER**

Evaluation Score	Employee's Current Step	Employee's # Steps						
4.75 - 5.00	1-40	8	41-60	7	61-80	6	81-101	5
4.50 - 4.74	1-40	7	41-60	6	61-80	5	81-101	4
4.00 - 4.49	1-40	6	41-60	5	61-80	4	81-101	3
3.50 - 3.99	1-40	5	41-60	4	61-80	3	81-101	2
3.00 - 3.49	1-40	4	41-60	3	61-80	2	81-101	1
2.50 - 2.99	1-40	3	41-60	2	61-80	1	81-101	0
2.00 - 2.49	1-40	2	41-60	1	61-80	0	81-101	0

**GENERAL COMPENSATION SCHEDULE EMPLOYEES  
RANGE 12 AND LOWER**

Evaluation Score	Employee's Current Step	Employee's # Steps						
4.75 - 5.00	1-40	8	41-57	7	58-74	6	75-91	5
4.50 - 4.74	1-40	7	41-57	6	58-74	5	75-91	4
4.00 - 4.49	1-40	6	41-57	5	58-74	4	75-91	3
3.50 - 3.99	1-40	5	41-57	4	58-74	3	75-91	2
3.00 - 3.49	1-40	4	41-57	3	58-74	2	75-91	1
2.50 - 2.99	1-40	3	41-57	2	58-74	1	75-91	0
2.00 - 2.49	1-40	2	41-57	1	58-74	0	75-91	0

Certain employees of the Court Services Department, due to the requirements of the AOIC, shall not be eligible for any such increase unless their evaluation score is a minimum of 3.25. This compensation plan also recognizes that such employees receive credit for their longevity as well as their performance but that such credit is provided partially by any across-the-board increase, as provided in Section II of this policy.

- D. Merit Increase Methodology. All merit increases shall be added to the employee's present salary rate. The employee's new salary rate shall be stated in even steps with each step equaling increments of one-half of one percent (0.5%) of the minimum of the salary range for the position classification and shall not exceed the maximum of the salary range.
- E. Merit Standards. The merit step system is designed to permit departments to reward employees for their performance. It is understood that the indiscriminate awarding of merit acts as a disincentive for employees who typically are exceptional performers. It follows that the number of merit steps awarded to various employees within a department should differ. In order to protect the intent of this merit system, the County Administrator's Office shall be responsible for maintaining statistics necessary to determine that merit standards are met. This shall be accomplished as follows:

1. Each department, as identified within the McLean County Annual Budget, shall evaluate the employees within that department and be responsible for maintaining the merit standards.
2. Merit standards shall be considered as met by each department unless such department awards merit so that the department's ratio of steps awarded divided by the maximum steps available, exclusive of any such award for an employee who reaches the maximum step for his position classification by receiving four (4) or less steps of merit, is 1.0 or more standard deviations higher than the mean for all departments collectively.
3. Any department which exceeds this merit standard over a one calendar year period shall, for the next calendar year, be limited to the following maximum number of merit steps for each employee: 1/2 (one-half) of the number of steps indicated in Section VI.

If such department's performance evaluation scores continue to exceed the norm for all other departments, then the above restriction on merit steps shall continue during the next year.

## **SECTION VII: Policy Review**

This General Compensation Plan shall be reviewed annually by the County Administrator, who shall make recommendations concerning this plan to the Oversight Committee, which may recommend changes to the County Board and, as applicable, to the AOIC. The annual review shall include a study of the PAM Factors (see Appendix A) for one or more positions, and recommendations for changes thereto.

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Revised 11/12/2003

**Position Classifications and Pay Ranges for Fiscal Year 2006**

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class Code</u>
M	\$4.8569	\$10.0014	75	Assistant Clerical Assistant Intern	0004 0010 0399
1	\$9.3372	\$13.5391			
2	\$10.0373	\$14.5524	80	Receptionist Lobby Security Screener Automotive Servicer Volunteer Services Coordinator	0003 3301 7301 8311
3	\$10.7898	\$15.6444	80	Custodian CNA Coordinator	7131 8004
4	\$11.5993	\$16.8240	75	Commissary Clerk Office Support Specialist I Deputy County Clerk Assistant Clerk-Jury Commission	0005 0011 0023 1202
			80	Mail Processing Clerk Emergency Communications Addressing Technician Visitor Aide Building Maintenance Worker Building Maintenance Worker-Nursing Home Park Maintenance Worker I	0007 3107 3303 7142 7152 7210
5	\$12.4694	\$18.0850	75	Accounting Specialist I Computer Operator Vision and Hearing Technician Dental Hygienist	0101 0201 8101 8103
			80	Lead Custodian Building Maintenance Mechanic I Building Maintenance Mechanic -Nursing Home Park Maintenance Mechanic I Assistant Food Services Supervisor	7133 7143 7153 7221 9015
6	\$13.4045	\$19.4419	75	Office Support Specialist II Safety Coordinator Computer Operator II Legal Assistant I Victims Witness Specialist Circuit Court Secretary Animal Control Warden Assistant Field Inspector Senior Field Inspector	0012 0046 0202 1101 1135 1205 2001 5001 5002
			80	Parks Maintenance Worker II Fleet Mechanic Activity Director	7211 7303 8305

\* = Exempt Position  
All positions beyond

Grade 10 are exempt

**Position Classifications and Pay Ranges for Fiscal Year 2006**

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class Code</u>				
7	\$14.4100	\$20.8998	75	Supervising Office Support Specialist	0013				
				Administrative Support Supervisor I	0015				
				Administrative Specialist	0017				
				Accounting Specialist II	0102				
				Legal Assistant II	1102				
				Jury Coordinator	1207				
				Animal Control Manager	2005				
				Deputy Coroner	2103				
				Assessor	5011				
				Senior Field Inspector-Building and Zoning	6001				
				Zoning Enforcement Officer	6003				
				80				Engineering Technician I	6102
								Custodial Supervisor	7132
								Building Maintenance Mechanic II	7144
								Park Maintenance Supervisor	7222
								Heavy Equipment Mechanic	7305
								Licensed Practical Nurse-Nursing Home	8005
								Licensed Practical Nurse	8006
				8	\$15.4907 \$30,207	\$22.4638 \$44,496	75	Administrative Support Supervisor II	0016
County Administrator's Assistant	0019								
Program Administrator, County Clerk	0025								
Chief Deputy Recorder*	0031								
Human Resources Assistant	0041								
Network Support Specialist	0211								
Defense Investigator	1127								
Victim Witness Program Coordinator*	1136								
Circuit Clerk-Division Supervisor I	1215								
CASA Coordinator*	2305								
Veterans Assistance Officer*	2403								
\$32,220.70 \$46,724.70			80		Assistant Director-ESDA	3203			
					Inmate Program Supervisor	4109			
					GIS Technician	5005			
					Senior Assessor	5012			
					WIC Nutritionist*	8041			
					Health Promotion Specialist*	8115			
					Case Manager*	8123			
					Engineering Technician II	6104			
					Domestic Services Director	7125			
					Assistant to the Nursing Home Administrator	8131			
					Social Services Director	8325			
					9	\$16.6520 \$32,471	\$24.1498 \$47,092	75	Assistant Chief County Assessment Officer
Senior Accounting Specialist	0103								
Circuit Clerk-Division Supervisor II	1216								
Probation Officer I	1301								
Inmate Assessment Specialist*	4108								
Clinic Nurse*	8011								
Registered Nurse*	8013								
Registered Nurse-Nursing Home	8014								
Public Health Nurse*	8015								
School Health Nurse Consultant*	8017								

**Position Classifications and Pay Ranges for Fiscal Year 2006**

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class Code</u>				
9(cont.)	\$16,6520	\$24,1498	75	Communicable Disease Investigator*	8105				
				Public Health Communications Specialist*	8113				
				Quality Assurance Specialist*	8127				
				Staff Sanitarian	8403				
	\$34,636.26	\$50,231.63	80	Animal Control Director	2007				
				Emergency Communications Supervisor*	3104				
				Juvenile Detention Officer	4001				
				Juvenile Detention Program Coordinator	4002				
				Detention Training/Accreditation Specialist*	4011				
				Operations Officer, Parks and Recreation	7216				
				Fleet Manager	7307				
				Assistant Director of Nursing-LPN	8031				
				Food Services Supervisor	9017				
				10	19.1502 \$37,343	27.7692 \$54,150	75	Chief Deputy County Clerk*	0027
Staff Accountant*	0105								
Internal Auditor*	0106								
Computer Services Coordinator*	0213								
Assistant States Attorney I*	1105								
Assistant Public Defender I*	1112								
Probation Officer II	1302								
Chief Deputy Coroner*	2104								
Planner-Building and Zoning*	6011								
Clinic Supervisor*	8025								
WIC Nutritionist/Program Coordinator*	8043								
Communicable Disease Program Coordinator*	8107								
Health Promotion Program Manager*	8117								
DCFS Lead Agency Coordinator*	8121								
Forensic Interviewer*	8124								
Case Management Supervisor*	8125								
Birth to Three Assurance Coordinator*	8141								
Bio-Terrorism/Public Health Planner*	8128								
	\$39,832.37	\$57,759.93	80					Senior Staff Sanitarian*	8405
								Assistant Director-MMCCC Operations*	3105
				Facilities Maintenance Foreman	7145				
				Juvenile Detention Shift Supervisor	4003				
				Project Manager	6101				
				Highway Maintenance Coordinator	7015				
				Assistant Director of Nursing-RN	8030				
11	\$44,811	\$64,987		Programmer	0205				
				GIS Specialist	0208				
				Network Security Specialist	0214				
				Assistant States Attorney II	1106				
				Assistant Public Defender II	1113				
				Chief Deputy-Circuit Clerk	1217				
				Deputy Director-Court Services	1305				
				Assistant Director-MMCCC Technical Services	3109				
				Assistant Superintendent-JDC	4005				
				Jail Operations Supervisor	4105				
				Civil Engineer I	6105				
Facilities Maintenance Supervisor	7147								

**Position Classifications and Pay Ranges for Fiscal Year 2006**

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class Code</u>
11 (cont.)	\$44,811	\$64,987		Detention Health Supervisor	8129
12	\$49,293	\$71,474		Risk Manager	0047
				Assistant County Treasurer	0111
				Systems/Database Coordinator	0209
				Network Program Manager	0215
				Director-Children's Advocacy Center	0327
				Director-ESDA	0329
				Assistant States Attorney III	1107
				Assistant Public Defender III	1114
				Command Lieutenant	3006
				Civil Engineer II	6106
				Highway Operations Officer	6107
				Community Health Services Supervisor	8021
				Maternal-Child Health Services Supervisor	8023
				Communicable Disease/Health Program Supervisor	8109
				Environmental Health Program Supervisor	8406
13	\$54,221	\$81,341		Assistant Director, Information Services	0217
				Director-Building and Zoning	0325
				Director-Parks and Recreation	0331
				Emergency Communications Director	0335
				Supervisor of Assessments	0345
				Assistant States Attorney IV	1108
				Assistant Public Defender IV	1115
				Superintendent of JDC	4007
				Jail Superintendant	4107
				Facilities Maintenance Director	7148
				Assistant Administrator-Health Department	8133
				Environmental Health Director	8407
14	\$58,289	\$87,433		Assistant County Engineer	6109
				Director of Nursing Services	8029
				Director Personal Health Services	8135
15	\$62,660	\$93,991		Director-Information Services	0333
16	\$65,794	\$98,685		Court Services Director	0323
				Assistant States Attorney V	1109
				Chief Deputy Sheriff	3009
17	69,083.98	103,623.40		County Engineer	0315
				Nursing Home Administrator	0339
				Public Defender	0341
18	\$70,810	\$106,215			
19	\$72,579	\$108,882		Assistant County Administrator	0301
				Health Department Administrator	0337
20	\$76,210	\$114,313			
21	\$87,640.58	\$131,461.38		County Administrator	0305

Members Sorensen/Cavallini moved the County Board approve a Request for Approval of General Compensation Plan for Non-Union Employees and Position Classifications and Pay Ranges for Fiscal Year 2006 – County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Members Sorensen/Owens moved the County Board approve a Request for Approval of Extension of Medical Leave for County Employee to March 31, 2006 – Public Defender's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Report can be found on pages 482-497.

**TRANSPORTATION COMMITTEE:**  
Member Bass, Chairman, presented the following:

**AN EMERGENCY APPROPRIATION ORDINANCE  
AMENDING THE MCLEAN COUNTY FISCAL YEAR 2005,  
COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE  
COUNTY HIGHWAY FUND 0120, DEPARTMENT 0055, PROGRAM 0056**

WHEREAS, the McLean County Board, on November 16, 2004 adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2005 Fiscal Year beginning January 1, 2005 and ending December 31, 2005; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the County Highway Department 0055, County Highway Fund 0120; and

WHEREAS, the operating budget for the County Highway Department includes purchase of Right-of-Way; and

WHEREAS, during the fiscal year 2005, Right-of-Way needs to be purchased for the upgrade of County Highway 29; and

WHEREAS, the Transportation Committee, on Tuesday, January 10, 2006, approved and recommended to the County Board an Emergency Appropriation Ordinance in the amount of \$130,000.00 to account for the added expenditures greater than the budgeted appropriation;

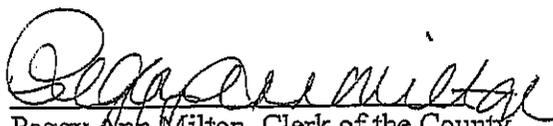
NOW THEREFORE BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an emergency appropriation from the unappropriated fund balance of the County Highway Fund 0120 the amount of \$ 130,000.00 as follows:
  
2. That the County Auditor is directed to add to the appropriated budget of the County Highway Department 0055, County Highway Fund 120, the following appropriation:  

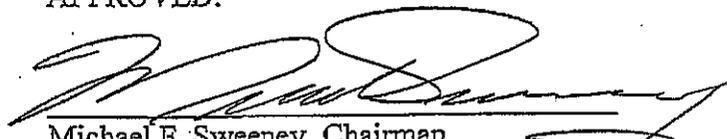
0120-0055-0056-0820-0001	\$130,000.00
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3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the County Engineer of the County Highway Department.

ADOPTED by the County Board of McLean County this 17<sup>th</sup> day of January 2006.

ATTEST:

  
Peggy Ann Milton, Clerk of the County  
Board of McLean County, Illinois

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

Members Bass/Hoselton moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance for County Highway Fund 0120 – Highway Department. Chairman Bass stated that the reason for this change is because a developer is developing a subdivision on Towanda-Barnes Road. He continued that Corn Belt needs to put a power line loop from Forte Jesse to Raab Road to supply power up and down the road. If the County does not purchase the right-of-way from this farmer now, then in the future when Towanda-Barnes Road is widened, the County will have to pay for the right-of-way and then also pay for Corn Belt to move the power lines which would turn out to be quite an expensive situation. Chairman Bass stated that when they acquire right-of-way today, and we all know with growth that acquiring right-of-way is turning out to be a very expensive item, the situation concerns itself with 1/2 mile north of Fort Jesse to Raab Road, which is 50 feet by 1/2 mile, which adds up to about three acres of land. Member Sorensen stated that he doesn't understand how this kind of thing works in the Transportation Committee. Member Sorenson asked if the Resolution is for FY2005. Member Sorenson continued that that is the motion and they are putting money into a 2005 budget which is now closed to cover expenses that had already been paid in 2005 and they are just now seeing it. Chairman Sweeney asked Mr. Mitchell to explain. Mr. Mitchell responded yes sir, they came to an agreement with a property owner in 2005 but they couldn't do it until today. Mr. Mitchell continued that that is why they thought it should be in 2005. Member Sorensen stated that the Resolution specifically outlines legal expenses and similar items in addition to that and he is not sure why they spent this money in anticipation of paying for it when the money wasn't in the budget. Member Sorenson continued that he is just confused. Chairman Bass stated that this comes under the heading again of sprawl, something that was going to take place eventually and has come to fruition at this time and, as Member Hoselton says, they are going to go north of that situation and they should start talking to some of the people who do have farmland along that path. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bass stated the General Report is located on pages 499-506.

**REPORT OF THE COUNTY ADMINISTRATOR:**

Mr. Zeunik stated that during the past month at nearly all of the Committee meetings they distributed the new mileage accountability forms for County Board Members. He asked if the Members had the forms and they had been signed, to please remember to turn them in to Judy so that they can begin that process. He continued that if they do not wish to receive mileage during 2006 to write on the form "I do not wish to receive mileage for all of fiscal year 2006." Mr. Zeunik asked them to sign the forms and turn them in so they will have a record of them and they will not bother them again until the end of December 2006.

Member Gordon stated that he just wanted to double check his memory as to how much lead time will be needed for apprising the media and the public when the date for the joint meeting is set. He asked how much time in advance do they need to let people know. Mr. Zeunik replied that they would need 48 hours. Mr. Zeunik then stated that they should have plenty of time and, as soon as they receive confirmation from Chairman Bass on his availability, they will immediately schedule the meeting and begin working with Mr. Dick and his staff on the other notices.

**OTHER BUSINESS AND COMMUNICATION:**

Member Segobiano stated that most of the Board members noticed that on the second page of the Pantagraph was the portrait of this fine individual who has served them for a number of years. He stated that it talked about his young life and they all want to wish Member Bass a belated happy birthday.

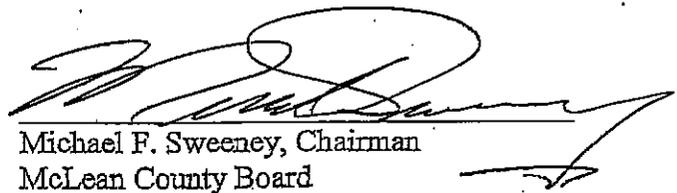
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

January 17, 2006

2005 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$270,251.65	\$270,251.65
Finance		\$672,962.29	\$672,962.29
Human Services		\$383,404.08	\$383,404.08
Justice		\$2,073,367.39	\$2,073,367.39
Land Use		\$17,328.98	\$17,328.98
Property		\$328,039.85	\$328,039.85
Transportation		\$791,549.71	\$791,549.71
Health Board		\$363,357.18	\$363,357.18
Disability Board		\$47,889.14	\$47,889.14
T. B. Board		\$18,571.81	\$18,571.81
<b>Total</b>		<b>\$4,966,722.08</b>	<b>\$4,966,722.08</b>

  
Michael F. Sweeney, Chairman  
McLean County Board

Members Cavallini/Owens moved the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sweeney to sign them. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Members Bass/Owens moved for adjournment until Tuesday, February 21, 2006 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 10:00 a.m.

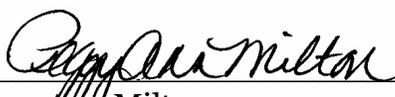
\_\_\_\_\_  
Michael Sweeney  
County Board Chairman

  
\_\_\_\_\_  
Peggy Ann Milton  
County Board Clerk

STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF McLEAN    )

I, PeggyAnn Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 17th day of January, 2006, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 15th day of February, 2006.

  
\_\_\_\_\_  
Peggy Ann Milton  
McLean County Clerk